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October 20, 2004

**REQUEST FOR PROPOSALS**  
**Regional Rideshare Program**  
**Letter of Invitation**

Dear Contractor:

The Metropolitan Transportation Commission (MTC) invites you to submit a proposal to operate the San Francisco Bay Area's Regional Rideshare Program (RRP). The initial period of performance for this contract will be six years, from April 11, 2005 (estimated date of contract execution) to June 30, 2011, for all services except those entitled "Renewable Services." The initial period of performance for the "Renewable Services" will be three years. All services will have the possibility of contract extensions, subject to the annual budgetary approval processes of MTC. The exact length of the performance periods and contract extensions will be determined by the terms of other 511 program contracts yet to be procured.

This letter and enclosures comprise the Request for Proposals (RFP) for this project. You may download a copy of the RFP from MTC's website at [http://www.mtc.ca.gov/about\\_mtc/doing\\_biz/rideshare\\_resources.htm](http://www.mtc.ca.gov/about_mtc/doing_biz/rideshare_resources.htm). Responses should be submitted in accordance with the instructions set forth in this RFP.

This project will involve federal funding. Federal requirements applicable to such contracts will apply.

**Proposal Due Date**

In order to ensure that your proposal is considered, ten (10) copies must be received no later than November 24, 2004 at 4:00 PM PST. ***Proposals received after that date and time will not be considered.***

A submitted proposal shall be considered a firm offer to provide the services described for a period of one hundred twenty (120) days from the date of submittal.

### **MTC Point of Contact**

Proposals and all inquiries relating to this RFP shall be submitted to the address shown below. E-mail inquiries may be directed to [sheinrich@mtc.ca.gov](mailto:sheinrich@mtc.ca.gov).

Susan Heinrich-Beaty, Project Manager  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
510/817-3222

### **Scope of Work and Budget**

MTC has developed a preliminary Scope of Work (*Appendix A*) identifying required work tasks for operating the RRP. Section II.A of the RFP provides an overview of the Scope of Work. Funds available for the project are discussed in Section II.C of the RFP.

### **Disadvantaged Business Enterprise Participation**

Pursuant to 49 Code of Federal Regulations (CFR) Part 26, MTC has established a disadvantaged business enterprise (DBE) contract goal for the RRP of 2% of the total federal funding for this project (\$9,860,000) over a six year funding period. Total committed federal funding in FY 05-06 and FY 06-07 is \$5,200,000, with \$1.3 million in FY 07-08 and \$1.1 million to be programmed in FY 08-09 through FY 10-11. Respondents to the RFP are required either to meet the goal or to demonstrate good faith efforts to utilize DBE firms as subcontractors in order to be considered for award. (See Section V.G of the RFP for more information concerning this RFP's DBE requirements and contractors' "good faith efforts".) For a list of potential DBE subcontractors, please contact DBE liaison officer, Teri L. Green, at 510-464-7750 or email at [tgreen@mtc.ca.gov](mailto:tgreen@mtc.ca.gov).

The U.S. DOT DBE regulations also require MTC to obtain certain information on potential consultants and subconsultants (DBE and non-DBE) from its prime contractor respondents. Respondents are required to document their activities in the solicitation and selection of subconsultants (see *Appendix E-3, Subcontractor Information Form*).

### **Proposers' Conference, Questions and Request for Exceptions**

MTC will hold a Proposers' Conference on October 27, 2004 from 1PM to 4PM on the 17<sup>th</sup> Floor of 1999 Harrison Street, Oakland in the Claremont Conference Room.

Any requests for clarification or questions regarding RFP requirements must be received by MTC no later than November 2, 2004 to guarantee response or consideration.

To receive individual notice of any addenda to this RFP or written responses to questions that may be issued by MTC, Proposers must attend the Proposers' Conference, submit a request for clarification or questions, or provide written notice of their interest in submitting a proposal to Susan Heinrich-Beaty at MTC no later than November 2, 2004.

Requests for exception or modification and objections to provisions of the RFP must be received no later than November 17, 2004, as stated in Section V.E of the RFP. If exceptions or modifications to RFP provisions are requested, submit the Form in *Appendix F, Requests for Exceptions or Modifications*, either electronically or in hard-copy form.

### **Proposal Evaluation**

Proposals will be evaluated in accordance with the evaluation factors listed in Section IV of the RFP. MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all Proposers. Any contract award will be to the consultant that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria specified in Section IV.

### **Consultant Selection Timetable**

Proposers' Conference	Wed., Oct. 27, 2004 1 PM to 4 PM 1999 Harrison Street, Suite 1700, Oakland, CA Claremont Conference Room
Closing date for receipt of requests for clarification/questions	Tuesday, November 2, 2004
Closing date for receipt of objections to RFP provisions	Wed., November 17, 2004
<b>Closing date/time for receipt of proposals</b>	<b>Wed., Nov. 24, 2004, 4:00 p.m.</b>
Interviews/Discussions ( <i>if necessary</i> )	Thurs./Fri., December 16-17, 2004
Issue request for Best and Final Offer ( <i>if necessary</i> )	Wed., January 5, 2004
Best and Final Offers due ( <i>if requested</i> )	January 14, 2005
Recommend Award to MTC Administration Committee	March 9, 2005
Execution of Consultant Contract	April 11, 2005 (approximate)

### **General Conditions**

MTC will not reimburse any Proposer for costs related to preparing and submitting a proposal. Materials submitted by Proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

The selected Proposer will be required to sign a contract with MTC, the key provisions of which are summarized in *Appendix D, Synopsis of Provisions in MTC's Standard Consultant Agreement*. Particular attention should be paid to the insurance requirements. Any objections to the specified coverage levels must be brought to the attention of the Program Manager on or before the date and time established above for receipt of requests for clarification/exceptions; otherwise compliance with the insurance requirements will be assumed.

**Authority to Commit MTC**

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a consultant to the MTC Administration Committee, which will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your participation.

Sincerely,

Ann Flemer  
Deputy Director, Operations

AF: SHB: BL

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2004\_final.doc

REQUEST FOR PROPOSALS

of the

METROPOLITAN TRANSPORTATION COMMISSION

for the

REGIONAL RIDESHARE PROGRAM CONTRACTOR

***October 20, 2004***

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, California 94607-4700

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## **I. PROJECT BACKGROUND AND RESOURCES**

### ***A. RRP Background***

#### *Program Context*

MTC functions as both the regional transportation planning agency and the metropolitan planning organization (MPO) for the nine-county San Francisco Bay Area, with statutory responsibilities for coordinating transportation services in the region. MTC manages the Regional Rideshare Program (RRP) on behalf of the program's partners, including county Congestion Management Agencies (CMAs) and the Bay Area Air Quality Management District (BAAQMD).

The RRP is part of the Bay Area's 511/511.org Traveler Information System, implemented by MTC. The 511/511.org Traveler Information System currently organizes information by mode: traffic, transit, ridesharing and bicycling. The goal of the 511 System is to reduce the impact of traffic congestion on people's lives. Its objective is to provide comprehensive, accurate, reliable and useful multi-modal travel information that meets the needs of Bay Area travelers.

Three different contracts currently deliver the services provided through the 511 Traveler Information System:

- The Regional Rideshare Program (provides carpooling, vanpooling, bicycling, and airport information),
- TravInfo® (provides real-time traffic information), and
- The Regional Transit Information System (RTIS) (provides public transit information).

#### *Program Goals and Objectives*

The goal of the RRP is to reduce auto emissions and mitigate traffic congestion region-wide by initiating and sustaining quantifiable modal shifts from single occupant vehicle (SOV) trips to carpools and vanpools and by initiating and sustaining quantifiable employer transportation demand management programs.

This goal has evolved during the program's history. At its inception, the RRP focused on developing commuter vanpools. Over time and through the last contract period, the RRP promoted *all* alternative transportation modes to many different traveler markets. With the launch of 511/511.org in 2003, the RRP's program objectives have again shifted. Because 511/511.org provides comprehensive information about all modes of transportation, the RRP no longer needs to be the region's "transportation information broker." Instead, the RRP is one of several programs providing a portion of the information available through the 511 family of services. The objectives of the RRP, therefore, focus on developing commuter carpools and vanpools and providing employer services.

The program objectives are to:

- Maintain and increase the number of commuters forming carpools
- Maintain and increase the number of vanpools in operation
- Introduce employers to Transportation Demand Management (TDM)
- Engage employers to offer TDM strategies



- Maintain and increase the size of the ridematching database
- Provide quality service to customers
- Reduce vehicle trips
- Reduce vehicle miles traveled (VMT)

### *RRP History*

In 1977, a regional ridesharing committee composed of representatives from several Bay Area organizations recommended establishing an agency to help commuters form and maintain vanpools. The non-profit organization “RIDES for Bay Area Commuters” (“RIDES”) was created in response to this recommendation. Soon after, the gas shortage of the late seventies led California to develop a more formalized statewide ridesharing program funded through Caltrans, of which RIDES became a part. As part of the statewide program, RIDES’ responsibilities were expanded to include carpooling, commuter information and ridematching.

At the time the statewide network of ridesharing agencies was formed, Solano County was not located in the Bay Area’s Caltrans District (District 4). As a result, a separate rideshare program, Solano Commuter Information (SCI), was funded through Caltrans District 10 to serve Solano County’s commute market, located between the San Francisco Bay Area and the Sacramento region. In 1995, Solano County became part of the Bay Area’s Caltrans District 4, but SCI continued to provide rideshare services to Solano County.

In 1995, Caltrans discontinued funding regional rideshare programs throughout the state. In FY95-96, MTC assumed responsibility for funding the Bay Area’s rideshare program and managing the contracts issued by Caltrans to RIDES and SCI. Soon after this, responsibility for outreach and services to Napa County was shifted from RIDES to SCI. To reflect their expansion of services to Napa County, SCI changed its name to Solano Napa Commuter Information (SNCI) in 2001.

In 1999, MTC issued a Request for Proposals to operate the Regional Rideshare Program. The contract was awarded to RIDES for Bay Area Commuters for the period FY00-01 to FY04-05. SNCI became a subcontractor to RIDES to provide RRP services in Solano and Napa Counties.

In addition to the changes in the regional program, several counties within the Bay Area began developing their own Transportation Demand Management (TDM) programs during the 1990s. These programs were designed to offer a level of products and services to employers and/or the general public beyond that offered by the RRP. These local programs and products have historically been funded with county funding sources. County programs include:

- TDM support agencies, such as Contra Costa Commute Alternatives Network (CCCAN), and The Peninsula Traffic Congestion Relief Alliance (the Alliance), and
- Support products, such as Alameda County CMA’s Guaranteed Ride Home program.

### *Delegation of Services to Counties*

In 2002, MTC conducted a performance audit of the RRP. The performance audit examined the performance and effectiveness of the Contractor and its Implementation Plan. The audit recommended delegating employer outreach and services to counties willing and able to accept the responsibility. MTC will implement the recommendation beginning in FY05-06 and will

pass a portion of the RRP's budget through to four counties: Napa, Solano, Contra Costa and San Mateo. MTC and the county Congestion Management Agencies (CMAs) will sign Funding Agreements that establish the roles and responsibilities of the counties in delivering the delegated RRP services.

Counties working with, and served by, the RRP are currently anticipated to fall into the following three groups:

- **Group 1:** These counties conduct telephone, rideshare, vanpool and employer outreach services on behalf of the RRP. They also have administrative access to the ridematching system and take on greater responsibility for program marketing. The RRP Contractor provides all remaining services for Group 1 counties. Group 1 includes Napa and Solano counties.
- **Group 2:** These counties conduct employer outreach services on behalf of the RRP. The RRP Contractor provides all remaining services for Group 2 counties. Group 2 includes Contra Costa and San Mateo counties.
- **Group 3:** These counties do not perform services on behalf of the RRP. The RRP Contractor provides all services for Group 3 counties. Group 3 includes Alameda, Marin, San Francisco, Santa Clara, and Sonoma.

#### *RRP Strategic Planning*

The audit also recommended that MTC establish a Technical Advisory Committee (TAC) to provide strategic direction, program planning and leadership. MTC established the TAC in January 2003. The TAC provides advice and guidance to MTC. MTC makes decisions for the RRP. The TAC membership consists of the nine CMAs, the BAAQMD, local TDM representatives, the current contractor, and MTC staff.

Over the past year, MTC, with input from the TAC, has amended the FY00-01 to FY04-05 RRP contract to implement the following performance audit findings:

- Integrated the RRP under the 511/511.org Traveler Information family of services
- Developed program service priorities
- Restructured the existing work scope by function
- Restructured performance monitoring
- Revised the vanpool program

#### *RRP Marketing*

In 2002, MTC completed the centralization of regional traveler information services on the phone and web using 511 and [www.511.org](http://www.511.org) to simplify and enhance the effectiveness of marketing such services. To capitalize on the investment that has been made, and to provide maximum benefit and simplicity to the traveling public, MTC currently requires RRP marketing to uniformly reference 511/511.org.

In 2003, the RRP began marketing itself through 511/511.org and ceased branding the program under the existing contractor's name, "RIDES for Bay Area Commuters." The program was

officially renamed, "The Regional Rideshare Program." All program materials now direct consumers to access the program by calling 511 or visiting [www.511.org](http://www.511.org).

MTC is currently responsible for marketing 511/511.org. The Contractor is responsible for marketing ridesharing and for using 511/511.org as its call to action. MTC advertises the 511 phone number and website through newspaper ads, radio ads, billboards, banners, highway signs, brochures, etc.

In FY03-04, MTC established an RRP Marketing Working Group, consisting of MTC's Project Manager, the RRP Contractor, interested TAC members and county program representatives. This working group provides direction for marketing campaigns and assists in coordination and implementation.

Additional instructions for all marketing (e.g., campaigns, concepts and materials) and customer communications can be found in *Appendix A-2, RRP Marketing & Customer Communications Requirements*.

#### *Market Research*

In the past, the RRP Contractor has conducted market research and published results in its annual "Commute Profile" report. In FY 04-05, some regional "Commute Profile" data will be compiled and presented in the annual "Bay Area Transportation State of the System" report, published by MTC and Caltrans District 4. Some data may also be available on 511.org. The State of the System report is a digest of key data on the performance of the region's transportation network and facilities.

#### *Evaluation & Reporting*

The RRP's program accomplishments are included in various internal and external MTC reports (e.g., Monthly Statistics, MTC's Project Performance Report, 511 Weekly Call Volume Reports, etc.) Statistics used for these reports have been captured in Task IV.D of *Appendix A, Scope of Work*. The RRP also annually reports vehicle trips reduced to the BAAQMD to fulfill the requirements of TFCA funding. Current evaluation methods, past program results, and sample regional reports are explained in more detail in the technical documents provided on the MTC website at: [http://www.mtc.ca.gov/about\\_mtc/doing\\_biz/rideshare\\_resources.htm](http://www.mtc.ca.gov/about_mtc/doing_biz/rideshare_resources.htm).

#### *Ridematching System*

The RRP currently uses an online ridematching system (RMS) called eCommuter.com, created by Logicalis (formerly Logical). The system has been highly customized since its implementation to meet the RRP's needs. Logicalis hosts the active RMS database, which contains the commuter contacts interested in ridesharing. This database is owned by MTC and shall remain the property of MTC. The original cost of the license to use the software, set-up fee and installation was \$150,000. The software license is held directly by the current Contractor but is reassignable to MTC or another MTC Contractor acting as the RRP Contractor. The Annual Hosting Agreement Fee to license the ridematching system is \$15,000.

A separate commercially available software program is used by the current Contractor to generate the required reports from the ridematching system. Currently, MTC does not own this

software but MTC believes the software could be purchased with program funds in the future. Details on the software programs used are provided in the technical documents provided on the MTC website at: [http://www.mtc.ca.gov/about\\_mtc/doing\\_biz/rideshare\\_resources.htm](http://www.mtc.ca.gov/about_mtc/doing_biz/rideshare_resources.htm).

MTC has posted the following items on its website to provide background about the changes to and challenges of the current ridematching system:

- A summary of past ridematching system customizations, and
- “511 Rideshare” focus groups reports, which provide public input regarding the RMS.

### ***B. RRP Future***

MTC anticipates that the RRP will change over the course of the contract period—both as the program itself continues to evolve, as well as in coordination with changes to other 511-related procurements (i.e., TravInfo® and the Regional Transit Information System (RTIS)). The TravInfo® contract expires in June 2006, with the possibility for an additional two 2-year extensions. The RTIS contract expires in June 2006. A goal of the procurement process is identification of potential synergies and opportunities for enhanced service delivery for our 511 Traveler Information customers. Once finalized, some of these strategies may result in changes to the RRP contract.

Listed below are some potential areas in which the RRP may change over the next several years:

#### ***Marketing***

MTC is currently responsible for marketing 511/511.org as well as the public transportation and bicycling elements of 511/511.org. The TravInfo® Contractor is responsible for marketing the traffic element of 511/511.org. The RRP Contractor is responsible for marketing ridesharing and for using 511/511.org as its call to action. In the future, MTC may look at developing a centralized marketing strategy that would shift the responsibility for marketing ridesharing from the RRP Contractor to MTC and possibly other 511 contractors. This would decrease or eliminate the RRP’s marketing responsibilities over the contract period. Opportunities to add rideshare-specific messaging to MTC’s 511 marketing may arise if MTC takes on an expanded marketing role.

The marketing requirements in *Appendix A, Scope of Work* and *Appendix A-2, RRP Marketing & Customer Communications Requirements* reflect current marketing strategies for the 511 Traveler Information System.

#### ***Ridematching System (RMS)***

Task I.A of *Appendix A, Scope of Work* requires the selected contractor to assess and recommend changes to the online ridematching system, while meeting the functional requirements described in *Appendix A-4, RRP Ridematching System Requirements*. In FY04-05, the concept of creating one database to serve inter-regional travelers was raised (e.g., integration with San Joaquin or Sacramento counties). This is one of several reasons for assessing the RRP’s RMS.

### *Telephone Services*

MTC may develop additional 511 phone services, may change the phone tree organization and the placement of the rideshare choice, may expand hours of telephone service coverage, and/or may change operator responsibilities, including that of the RRP Contractor.

MTC is exploring various options, including developing a live-operator call center to handle all rideshare, transit and bicycle information calls by reorganizing existing 511 contracts to provide a single resource. This would provide live assistance at the highest level of the 511 phone tree. This call center might provide expanded hours of coverage, up to 24 hours a day, 7 days a week as a back-up to transit agencies and the RRP. The call center operators might transfer certain calls to other program contractors (e.g., the RRP Contractor) or might be responsible for providing full service (e.g., telephone ridematch requests) on behalf of the other contractors.

As a result of the undetermined nature of the future packaging of 511 Telephone Services, current telephone services provided by the RRP Contractor are identified as an “MTC Renewable” Program Element in the Scope of Work shown in Appendix A. MTC will have the option to renew this aspect of the Contractor’s Scope of Work on an annual basis during the course of the contract period.

### *Evaluation Methods and Reporting*

Beginning in FY05-06, MTC and its county partners (e.g., CCCAN, The Alliance, SNCI) hope to coordinate annual program reporting to the BAAQMD (i.e., TFCA application process and report). Our goal is to use consistent reporting methodologies. We have not yet determined if we will provide a single integrated report, show each agency’s unique outcomes, or do some combination. Task IV.E, of *Appendix A, Scope of Work* explains the Contractor’s requirements for developing and implementing coordinated reporting. This task also summarizes other measurements (e.g., web user sessions) that MTC uses for general program reporting and contractor evaluation.

### **C. Resources**

In order to promote equitable competition during the procurement process, MTC has made available many detailed documents to help Proposers understand the function of the RRP and the way that it currently conducts its tasks. These materials are available on the MTC website at [http://www.mtc.ca.gov/about\\_mtc/doing\\_biz/rideshare\\_resources.htm](http://www.mtc.ca.gov/about_mtc/doing_biz/rideshare_resources.htm).

## **II. SCOPE OF WORK, PERIOD OF PERFORMANCE AND BUDGET**

### ***A. Scope of Work***

MTC has developed a preliminary Scope of Work (*Appendix A*) identifying required work tasks for operating the RRP. MTC requires the Contractor to provide Rideshare Services, Employer Services and Program Planning services throughout the entire contract period. One or more of the tasks included in the “Renewable Services” program element may not be required for all six years. *Appendix A-1* includes a glossary of RRP terms.

With few exceptions, specific direction about how to accomplish each task is not provided. Our goal is to allow Proposers the ability to creatively and logically respond to each task and add program tasks and subtasks, when appropriate. It is the responsibility of the Proposer to determine what is needed to complete each task and clearly identify the proposed approach and necessary resources for each task.

The Scope of Work is organized into four program elements. Each program element is divided into a series of tasks and sub-tasks. The county rideshare programs described in I.A. will perform certain designated tasks or sub-tasks. The program elements include:

**Rideshare Services** focus on forming and maintaining carpools and vanpools. Tasks for this program element include operating the rideshare database and providing vanpool and website services. The Contractor will perform a defined set of rideshare services in seven counties and some additional services in all nine counties. Where the RRP has responsibility for seven counties, SNCI performs the tasks in Solano and Napa counties under a separate agreement with MTC.

**Employer Services** encourage employers to offer alternative transportation benefits and services at their sites. The RRP is responsible for this program element in five counties – Alameda, Marin, San Francisco, Santa Clara and Sonoma. CCCAN will perform these tasks in Contra Costa County. The Alliance will perform these tasks in San Mateo County. SNCI will perform these tasks in Solano and Napa counties.

**MTC Renewable Services** include tasks that may potentially be transitioned from (or to) the RRP contract to (or from) other MTC contracts and funding agreements. MTC has the option to renew these tasks on an annual basis with the Contractor, beginning in FY 08-09. MTC will provide reasonable notice in advance of any services that will change. The Contractor budget will change accordingly with the transition of any tasks.

**Program Planning** includes tasks that allow the RRP to develop and implement its strategic direction. The Contractor will work with MTC and the TAC to plan the program over the contract period.

### ***B. Period of Performance***

The initial period of performance for this contract will be six years, from April 11, 2005 (estimated date of contract execution) to June 30, 2011, for all tasks except those included in

Program Element III, “Renewable Services.” All program elements have the possibility of contract extensions, subject to the annual budgetary approval processes of MTC. The exact length of the performance period and contract extensions will be determined by the terms of other 511 program contracts yet to be procured. This RFP asks Proposers to respond to a six-year Scope of Work for Program Elements I, II and IV. Proposers should assume a three-year period of performance for Program Element III, “Renewable Services” tasks A – C and no changes for tasks D and E.

If a firm/team different from the current Contractor is awarded this contract, the successful Proposer will be asked to work with the current Contractor for a two to three month period prior to the start of FY05-06 (July 1, 2005) to transition service. This period will provide the new Contractor with the opportunity to prepare for a transition in operations. During this time, the Contractor will finalize its detailed Implementation Plan for the coming fiscal year. Transition work will be supported by the FY04-05 budget described in section II.C, below. Any new Contractor would also be required to attend monthly TAC meetings during this time period.

### ***C. Funding***

The following table identifies preliminary annual funding for the program. The table separately identifies the annual funding for the Contractor as well as for those four counties anticipated to accept delegation of certain RRP responsibilities in their respective counties. Also included is the estimated FY 04-05 funding available to the Contractor for any necessary transition of operations activities.

**Regional Rideshare Program Preliminary Annual Revenue and Cash Flow  
FY 04-05 through FY 10-11  
(in 000s)**

	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	Total
<b>Contractor</b>	<b>\$150</b>	<b>\$3, 860</b>	<b>\$3, 360</b>	<b>\$2,310</b>	<b>\$2,110</b>	<b>\$2,110</b>	<b>\$2,110</b>	<b>\$16,010</b>
Counties	\$0	\$380	\$380	\$380	\$380	\$380	\$380	\$2,280
<b>Total</b>	<b>\$150</b>	<b>\$4,240</b>	<b>\$3,740</b>	<b>\$2,690</b>	<b>\$2,490</b>	<b>\$2,490</b>	<b>\$2,490</b>	<b>\$18,290</b>

Two sources provide funding for the RRP: federal Congestion Mitigation and Air Quality (CMAQ) funds and the regional Transportation Fund for Clean Air (TFCA). MTC committed federal CMAQ funds to the RRP in December 2003 as part of the 25-year regional transportation planning process. Actual programming and obligation of federal funds occurs through separate Commission and State Department of Transportation (Caltrans) actions. FY04-05 CMAQ funds have already been programmed, and MTC expects to program FY 05-06 and FY 06-07 funds in FY 04-05. Federal CMAQ funds for the remainder of the contract period will be programmed in subsequent years. MTC expects that Caltrans will allocate CMAQ funds according to the scheduled program identified above. For FY 05-06 through FY 10-11, MTC will apply annually for \$1 million in funding from the BAAQMD Transportation Fund for Clean Air program.

Though the annual revenue in the table above decreases over time, Proposers may propose annual budgets that differ from the above revenue table in order to ensure service continuity.

However, in any given year, the sum of a Proposer's annual budgets up to that year shall not exceed the revenues cumulatively available by that year, as shown above.

If any tasks in the Renewable Services program element are transitioned from or to the RRP, the budget available to the Contractor will change accordingly.



### **III. PROPOSAL FORM**

#### ***A. General Instructions***

Proposers must submit ten (10) hard copies of their proposal by November 24, 2004 at 4:00 PM to be considered. Proposals shall be submitted to:

Susan Heinrich-Beaty, Project Manager  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

Proposals must be typed with a minimum 12-point font and submitted on 8 ½" x 11" paper with at least 1" margins, using a single method of fastening. Proposals shall not exceed 75 pages, excluding proposal covers, resumes and writing samples. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers are invited to refine or modify the tasks and subtasks identified in *Appendix A, Scope of Work*, in order to better support the program's goal, objectives and targets, as long as the overall goals and objectives of the RRP, as defined in Section I.A, are maintained.. Such refinements or modifications should include associated task deliverables and explain how outcomes would be measured and reported. If any new or modified tasks or subtasks are proposed, the proposal should also explain the benefit to the program of the addition or modification.

Measurements and targets are provided throughout *Appendix A, Scope of Work* to help the Proposer prioritize effort and resources. The measurements and targets listed in *Appendix A, Scope of Work* are considered to be preliminary. While MTC and the RRP TAC are committed to using targets to determine whether the Contractor achieves the intended outcomes of its tasks, it is not our intent, by specifying particular measurements and targets, to prevent proposers from modifying the scope of work, as indicated above. As such, MTC and the RRP TAC are open to different approaches from Proposers regarding the measurements and targets, as long as the intent of the RFP is maintained.

The Contractor will be contractually obligated to meet the measurements and targets included in the final contract. Failure to meet finalized targets can result in contract termination.

The requested format for proposals is set forth in sections III.B through III.K.

#### ***B. Letter of Transmittal***

An official authorized to bind the Proposer must sign the transmittal letter. The transmittal letter should identify the project team, including lead contractor and any subcontractors. The transmittal letter should also include the name, telephone number and email address of the primary contact person. The transmittal letter should include a statement that the proposal (or

Best and Final Offer, if applicable) is a binding offer to contract with MTC according to the requirements of this RFP for a period of 120 days from the due date for submission of proposals.

### ***C. Title Page***

A title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, and the date.

### ***D. Table of Contents***

Provide a table of contents that includes a clear identification of the material by section and page number.

### ***E. Team Structure and Organization***

1. Describe the firms that make up the project team and the distribution of work among them. Include descriptions of the roles of any subcontractors and their specific responsibilities and how their work will be supervised.
2. Identify how you will staff the RRP.
  - Identify key staff proposed to work on the project and proposed project position or title; identify the specific project tasks for which each key staff member will be responsible.
  - For other project staff, identify by position title and give the number of personnel staffing each position.
  - Provide a project organization chart.

### ***F. Implementation Plan, Work Plan, Schedule, and Resource Plan***

1. Implementation Plan: Provide a detailed plan explaining how the Contractor will conduct each task identified in *Appendix A, Scope of Work* during the first year of the contract period (May 1, 2005 to June 30, 2006 for a new Contractor; July 1, 2005 to June 30, 2006 for existing Contractor). Proposers should describe how they will accomplish the required tasks and meet the listed targets with sufficient detail to demonstrate a clear understanding of the task and its desired outcomes.

MTC is particularly interested in how the Proposer will use/address the following strategies and issues:

- **Coordination**: With Group 1, Group 2 and Group 3 counties; with MTC; and with other agencies/companies that can help the RRP deliver its products and services (e.g., for-profit vanpool providers, TMAs).
- **Marketing**: Marketing activities may support one task or several tasks. Where a marketing activity supports a specific task (e.g., a brochure on the merits of vanpooling), the activity should be proposed as a sub-task of the particular task. All marketing strategies are subject to the requirements of *Appendix A-2, RRP Marketing & Customer Communications Requirements*. Contractor shall describe its plans and schedule for the regional campaign(s). Contractor shall also develop

measurements and targets that would determine effectiveness of marketing efforts.

- **Strategic Planning and TAC Input:** Describe your approach for coordinating annual implementation planning and day-to-day operations with strategic direction provided by MTC and the TAC. Explain how you will inform, and be informed by, the TAC.
- **Ridematching Software:** Describe the approach for evaluating ridematching systems and for maintaining/implementing a new system, if appropriate, or for maintaining/enhancing the current system. Describe possible vendors and systems that could accomplish data-sharing arrangements with ridesharing agencies adjacent to the nine-County Bay Area.
- **Evaluation Methods:** Describe proposed strategies and methods for determining the achievement of program targets and/or Contractor-proposed measurements. Describe your strategy to coordinate TFCA reporting between the RRP and its program partners. Describe what types of employer services should be considered a “sale”, as defined in *Appendix A-1*.
- **Additional Strategies:** These strategies may include, but not be limited to: customer communications, incentives, support programs, employer consultations, web services, promotions, worksite presentations and events, data strategies for forming vanpools, ridematching database access, products available on a fee-for-service basis, etc.
- **Transition Plan:** Explain how you will prepare for a July 1, 2005 operations start-date. Describe your strategy for transition of program assets. Describe your strategy to staff the program and to secure office space and equipment, if applicable. Describe your plans to provide a fully functional RMS, including required program reports.

2. High-Level Work Plan and Schedule:

Provide a plan showing program elements, tasks and sub-tasks for a six-year contract period, except for “Renewable Services.” Proposers should assume that Renewable Services tasks A through C will end in FY 07-08 and that tasks D & E will not change over the six years. Proposers should discuss the significance of Renewable Services tasks to their overall program and the impact that a transition could have.

Provide sub-task descriptions showing how tasks will be conducted over the course of the six years, incorporating the strategies highlighted above. When Proposers anticipate that strategies to accomplish a required task will change over the contract period, the Work Plan should indicate when, why and how. Separate plans for each fiscal year are not required. Include on-going tasks and sub-tasks that will be conducted continuously throughout the contract; start and end dates of proposed new tasks or sub-tasks; start and end dates of tasks, sub-tasks and activities that will not be on-going through the six years; and proposed timeline for submission of deliverables.

3. **Resource Plan:** Provide a six-year resource plan including the hours by Program Element and Task, consistent with the High-Level Work Plan and Schedule. Provide a staffing plan showing key personnel for year one of the contract. Include subcontractors' personnel, as well.

#### ***G. Qualifications and References***

1. Demonstrate how the Proposer meets evaluation factor #2, "Team Experience and Qualifications" listed in the Proposal Evaluation (Section IV).
2. Provide at least three references from previous projects similar to this project, including the project title, a brief description (one page maximum per project) of the project, the period of performance, the project budget, the sponsoring agency and sponsor Project Manager, and roles played by individuals proposed for this RFP. Include the name of the contact person, agency for whom the work was performed, telephone number, and year that the work was done. At least one reference for each major subcontractor (subcontracts over \$100,000) must be included as well.
3. Provide resumes for each key staff person assigned to the project (one page maximum per person), summarizing the individual's training and experience relevant to this project. Include resumes for key subcontractor personnel, as well. (This section may be included as an appendix to the proposal, which will not be included in the proposal page count referred to in paragraph 1 of Section III.A.)
4. List any contracts with MTC entered into by the Proposer or any of its subcontractors in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.
5. Provide at least one sample of a written report comparable to the written deliverables required for this project, prepared by key members of the Contractor team (identifying the authors.) One copy only is required, and will be returned after proposal evaluation, upon request. (The writing sample shall be included as an appendix to the proposal, which will not be included in the proposal page count referred to in paragraph 1 of Section III.A.)

#### ***H. Project Budget and Cost Proposal***

Provide a full description of the expected expenditures of funds for the work described in Appendix A, Scope of Work to this RFP, as follows:

1. **Annual Program Budgets:** Provide an annual budget for each of the contract years to match the High-Level Work Plan. Proposers may identify a budget for any given year that is less than the amount shown in II.C of this RFP, adding the amount "saved" to future year(s). However, the cumulative proposed budget cannot at any time exceed the cumulative amounts set forth in II.C for that period of time. The annual program budget does not have to identify budget by Program Element or Task.

2. **Detailed Task Budget:** The task budget should present a detailed breakdown of costs and hours by task for the first year of the contract term. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project, including proposed hourly rates for each staff member, broken out by labor, overhead and profit. No form has been provided for the Detailed Task Budget.
3. **Line Item Budget:** The line item budget should present a breakdown of six-year project costs by cost categories, including direct labor, broken down by job classifications. Proposers will have to make certain assumptions about their long-term Scope of Work and should assume that the “Renewable Services” tasks A – C will end in FY 07-08 in order to develop the six-year project budget. The line item budget should be set forth on the Cost and Price Analysis Form attached hereto as *Appendix B* to this RFP. A line item budget should also be submitted for proposed subcontractors with contracts estimated to exceed \$100,000.

***I. California Levine Act Statement***

Submit a signed Levine Act statement (*Appendix C*)

***J. Federal Forms***

Submit signed federally required forms, as set forth in *Appendix E* (1-3)

***K. Disadvantaged Business Enterprise (DBE) Participation***

Submit a list of the certified DBEs (names, addresses, contact information) who will participate in the project and the estimated dollar amount of their participation. Attach copies of their DBE certifications (not included in the maximum page count). If such participation does not total at least 2% of the federal funding or \$197,200 over the six-year period, submit a description of consultant’s efforts to obtain DBE participation, as outlined in *Appendix E-4*.

## **IV. PROPOSAL EVALUATION**

### ***A. Review for General Responsiveness and DBE compliance***

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and compliance with the DBE requirements in Section V.G. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Section III, Proposal Form, may be considered complete and generally responsive, if evaluation in every criteria is possible.

### ***B. Evaluation Factors***

Responsive proposals that satisfy the DBE utilization requirement (i.e., meet the 2% DBE goal or demonstrate good faith efforts towards meeting it) will then be evaluated by a panel comprised of MTC staff and members of the TAC on the basis of the following evaluation factors, listed in descending order of relative importance. Sub-factors are not inclusive and are not weighted: they are provided to illustrate the considerations that will affect factor evaluations.

#### **1. Implementation Plan, High-Level Work Plan, and Schedule**

- Specificity, logic, and completeness of the implementation plan
- Ability of the implementation plan to accomplish program goals and objectives and meet program targets
- Specificity, logic and completeness of the work plan
- Ability of the work plan to accomplish program goals and objectives
- Appropriateness and logic of the six-year project schedule

#### **2. Team and Key Personnel Experience and Qualifications**

- Proposer, subcontractor and key project staff experience and qualifications related to *Appendix A, Scope of Work*, including, but not limited to, experience in coordination, marketing, strategic planning, ridematching systems, and evaluation methods
- Proposer, subcontractor and key project staff experience in transportation program planning, implementation, management, operation, monitoring and evaluation
- Proposer, subcontractor and key project staff experience in coordinating complex projects with multiple partner agencies (public and private)

#### **4. Resource Allocation & Cost Effectiveness**

- Appropriateness of personnel to their assigned project tasks
- Appropriateness of labor hour distribution among tasks
- Appropriateness of allocation of non-labor resources
- Appropriateness of hourly rates and their impact on proposed number of labor hours

- Appropriateness of overhead rates

### 3. Past Performance

- Past Performance demonstrating a commitment to quality, client satisfaction, cooperative working relationships, and timely completion of work within budget

Past performance will be assessed based on client/project references and any additional past work experience with TDM agencies (e.g., County Congestion Management Agencies, Transportation Management Associations, etc.)

### 4. Communication

- Ability to write and present information clearly, as evidenced by proposal and writing sample(s)
- Ability to speak and present effectively (as demonstrated in interviews or discussions).

Following the initial evaluation, the panel may elect to recommend award to a particular Proposer on written proposals alone, with or without interviews, or may enter into discussions with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

### ***C. Proposer Discussions***

The purpose of discussions with a Proposer on the “short-list” will be to identify to that Proposer specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence (including e-mail) and/or face-to-face meetings. The Project Manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions.

MTC reserves the right to not convene discussions and to make an award on the basis of initial proposals, with or without interviews.

### ***D. Request for Best and Final Offer***

Following the discussions, MTC will give the Proposers on the “short-list” the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of a Request for Best and Final Offer (BAFO). (Please note the reference to submission of a BAFO in the current procurement schedule in the letter of invitation.) Following receipt of the BAFOs, the evaluation panel will re-evaluate the proposals, as revised, against the evaluation criteria. The evaluation panel will then recommend a Proposer to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the MTC Administration Committee for approval.

## **V. GENERAL CONDITIONS**

### ***A. Limitations***

This Request for Proposals (RFP) does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

### ***B. Award***

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. MTC also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a labor cost and a technical viewpoint.

### ***C. Binding Offer***

A signed proposal or Best and Final Offer submitted to MTC in response to this RFP shall constitute a binding offer from Contractor to contract with MTC according to the terms of the proposal for a period of 120 days after its date of submission, which shall be the date proposals or BAFOs are due to MTC.

### ***D. Contract Arrangements***

The selected Contractor will be expected to execute a contract based on the terms and conditions in *Appendix D, Synopsis of MTC's Standard Contractor Agreement*. Proposers who wish to review the full contract prior to proposal submission should request a copy from the MTC Project Manager. Particular attention should be paid to MTC's insurance and indemnification requirements.

**Objections or requests for modifications to any provision of the appendices must be submitted no later than one week prior to the due date for the proposals, as required in Section V.E below, in order to guarantee consideration. If such objections or requests for modification are not brought to MTC's attention within the time specified, concurrence by the Proposer will be assumed.**

The contract resulting from this RFP will be a cost-reimbursement type contract with an annual ceiling.

### ***E. Selection Disputes***

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular contractor on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than one week prior to the date proposals are due, for objections to RFP provisions; or



- 2) Within five (5) working days after the date on which contract award is authorized or the date the Proposer is notified that it was not selected, whichever is later, for objections to contractor selection.

The evaluation record shall remain confidential until the MTC Administration Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC's Administration Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Administration Committee, no less than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

#### ***F. Public Records***

This RFP and any material submitted by a Proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Administration Committee has authorized award.

**ANY LANGUAGE PURPORTING TO RENDER THE ENTIRE PROPOSAL CONFIDENTIAL OR PROPRIETARY WILL BE REGARDED AS INEFFECTIVE AND WILL BE DISREGARDED.**

Cost Proposals submitted by Proposers who are not selected and all other information appropriately marked confidential by such Proposers will be returned to the Proposers after the expiration of the selection protest period.

#### ***G. Disadvantaged Business Enterprise (DBE) Participation***

It is the policy of MTC to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which disadvantaged business enterprises (DBEs) can compete fairly for contracts and subcontracts relating to its contracting activities, consistent with the DBE regulations issued by the Department of Transportation (DOT) on March 4, 1999 (49 Code of Federal Regulations Part 26), which apply to this RFP. The selected consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract and will carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the selected consultant to carry out these

requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

A Disadvantaged Business Enterprise (DBE) is a for-profit small business concern, as defined in 49 CFR §26.65(b) that is (a) at least fifty-one percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least fifty-one percent of the stock of which is owned by one or more of the socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals include citizens of the United States (or lawfully admitted permanent residents) who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Americans, women, or any other groups or individuals found to be disadvantaged by the Small Business Administration, provided that if an individual whose ownership and control is relied upon for DBE certification has a personal net worth exceeding \$750,000 (not including the individual's ownership interest in the firm and equity in his/her primary residence), such individual shall be conclusively presumed not to be economically disadvantaged for purposes of this definition.

Pursuant to 49 CFR Part 26, MTC has established a disadvantaged business enterprise (DBE) contract goal of 2% of the total proposed federal funding for the RRP or \$197,200 over the 6 year period. Respondents to the RFP are required either to meet the goal or to demonstrate good faith efforts to utilize DBE firms as subcontractors in order to be considered for award. A description of the activities that constitute "good faith efforts" appears in 49 CFR Part 26.53. For purposes of this RFP, respondents who do not meet the goal should submit a description of their efforts to involve DBEs in the format set forth in *Appendix E-4*.

To be considered for meeting the goal, MTC, Caltrans or a California DOT recipient with whom MTC has a reciprocity agreement must certify a DBE. For a list of potential DBE subcontractors or if you have any questions regarding DBE certification, please contact DBE liaison officer, Teri L. Green, at 510-464-7750 or email at [tgreen@mtc.ca.gov](mailto:tgreen@mtc.ca.gov).

The U.S. DOT DBE regulations also require MTC to obtain certain information on potential consultants and subconsultants (DBE and non-DBE) from its prime contractor respondents. Respondents are required to document their activities in the solicitation and selection of subconsultants (see *Appendix E-3, Subcontractor Information Form*).

#### ***H. Program Accessibility***

RRP services must be accessible to the disabled community and be provided in a manner consistent with the level of accessibility that the program currently provides or better. The Program uses Section 255 of the Telecommunications Act of 1996 and Section 508 of the Rehabilitation Act of 1998 as a guideline for providing accessible services. It is the responsibility of the Contractor to be familiar with these acts and how they impact the delivery of Rideshare Program services. It is also the responsibility of the Contractor to stay informed of any new acts/laws/regulations that govern accessibility so that the RRP can remain compliant with any new acts/laws/regulations.

## ***I. Intellectual Property and Work Product Ownership Rights***

### ***1. MTC Data***

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“MTC Data”) made available to the Contractor by MTC for use in the RRP remains the property of MTC. The RRP has developed several databases to support the program’s operations, including but not limited to, the Ridematching Database and Employer Database. MTC will provide these databases to the Contractor to continue maintaining on behalf of the RRP. These databases are considered “MTC Data.” No license to such MTC Database or the data contained within, beyond the Scope of Work of the Project, is conferred or implied by the Contractor’s use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by Contractor in the context of the Project shall be the property of MTC.

MTC will also provide copies of past reports, surveys, etc., as needed, to aid in the development of future projects.

### ***2. Ownership and Use of Work Products***

All work products prepared or assembled for MTC and/or furnished to MTC by Contractor or any of its subcontractors shall be the property of and owned by MTC. The term “Work Products” as used in this RFP means recorded information, whether or not copyrighted, developed with Project funds and/or delivered or specified to be delivered under the Agreement, including but not limited to Contractor-generated enhancements, modifications, fixes, or upgrades to MTC Data. Work Products include, but are not limited to: software developed and paid for under the RRP contract, regional commuter, employer and other databases, reports, surveys, manuals, technical reports and memoranda, electronic data, and related information. “Work Products” does not include licensed software or financial, administrative, and cost and pricing information incidental to the Work.

Copies of Work Products must be delivered to MTC promptly upon their satisfactory completion of the Work, upon earlier termination of the RRP contract, or at any time during the term of the contract at the request of MTC. In the case of software developed and paid for under this contract, the Contractor will be required to make available to MTC, upon such request, the source code and source code documentation for such software, along with a list of all applicable software development tools, i.e., all software required to edit/alter the source code and successfully recompile and operate the software, including operating systems, libraries, tools and utilities, data base structures and code and compilers.

Contractor shall disseminate MTC Work Products as directed by MTC and as specified in Appendix A-3, Database Management & Information Sharing Requirements, incorporated into Appendix A by this reference.

MTC’s contract with the Contractor will include an assignment to MTC of all right, title and interest in and to Work Products, including ownership of the entire copyright in the Work Products, and an agreement to execute all papers necessary for MTC to perfect its ownership of the entire copyright in the Work Products. Proprietary information used to create Work Products is not included.

Neither the Contractor nor its subcontractors will be permitted to use or disseminate any MTC Data or Work Products outside of the context of the RRP without the prior written approval of MTC, other than as directed in *Appendix A-3, Database Management & Information Sharing Requirements*. All authorized uses of MTC Data or Work Products by the Contractor outside of the context of the RRP shall include a copyright notice on behalf of MTC.

A draft Work Product is considered by MTC to be confidential information unless it is incorporated into a Work Product that becomes a public document or is released by MTC to the public in another form. Neither contractor nor its subcontractors shall use, publish, or base other work on such draft Work Products, without the prior written consent of MTC.

### *3. Contractor Data*

The Contractor or its subcontractors and/or third party licensors of software will be expected to retain ownership of the copyright to any software programs, code, materials or data provided to MTC that pre-exist this RFP; are developed outside its scope of services; or are a new translation, version or derivative of an existing program, code, material or method that is the intellectual property of the Contractor, its subcontractors, or a third party licensor of software. The party holding such rights will, however, be required to provide MTC with a license to use the copyrighted materials throughout the term of the RRP contract, the terms of which must be described in the Contractor's proposal.

## **APPENDIX A, SCOPE OF WORK**

### **I. Rideshare Services**

#### **A. Online Ridematching System (RMS) Software Maintenance and Enhancement**

For Group 1 Counties: Contractor responsible for all subtasks

For Group 2 Counties: Contractor responsible for all subtasks

For Group 3 Counties: Contractor responsible for all subtasks

1. Assess and recommend changes to the online ridematching database software system:
  - Develop screening and evaluation criteria to compare up to 4 other software products and the Logicalis RMS currently in use.
  - Assess the pros and cons of sharing database information or merging databases with ridesharing agencies outside the Bay Area to further improve matching capabilities; include the potential for database expansion in the evaluation criteria.
  - Interview customers using other software products.
  - Evaluate the functionality of each product relative to evaluation criteria and discuss pros and cons.
  - Recommend a software system that meets the minimum functional requirements described in *Appendix A-4, RRP Ridematching System Requirements*, or recommend continued use of current system.
  - Describe the approach to transitioning to a new ridematching system, if applicable.
  - Describe the approach to sharing database information with ridesharing agencies inside and outside the Bay Area to further improve matching capabilities.
2. Purchase and transition to new system or update current system, as applicable.
3. Develop and implement a strategy to maintain and enhance the RMS and ensure that it meets customer and program needs over the course of the contract period.
4. Implement approved system enhancements.
5. Provide deliverables as described in the following table.

<b>DELIVERABLES</b>	<b>FREQUENCY</b>
RMS Evaluation work plan	Once, within 3 months of contract start
Draft RMS Evaluation and Recommendations	Once, within 8 months of contract start
Final RMS Evaluation and Recommendations	Once, within 9 months of contract start
Draft RMS Maintenance and Enhancement Plan	Annually, three months prior to the start of the fiscal year.
Final RMS Maintenance and Enhancement Plan	Annually, one month prior to the start of the fiscal year.

**B. Manage and Operate the Ridematching System**

For Group 1 Counties: Counties are responsible for subtasks 1 – 3. Contractor is responsible for subtasks 4 – 6.

For Group 2 Counties: Contractor responsible for all subtasks

For Group 3 Counties: Contractor responsible for all subtasks

1. Provide mail, telephone and online ridematching according to the requirements laid out in *Appendix A-3, Database Management and Information Sharing*.
2. Develop and implement strategies that add registrants to the database who are interested in carpooling or vanpooling.
3. Develop and implement strategies that encourage database registrants to form carpools or vanpools.
4. Provide RMS training as needed to TDM Partners and outlying counties, as appropriate.
5. Generate and provide reports from the database as defined in *Appendix A-3, Database Management & Information Sharing Requirements*.
6. Manage unique databases within the system to facilitate special matching needs.

**C. Maintain and Enhance the Ridesharing Website within the 511.org Web Portal**

For Group 1 Counties: Contractor responsible for all subtasks

For Group 2 Counties: Contractor responsible for all subtasks

For Group 3 Counties: Contractor responsible for all subtasks

1. Maintain and enhance the Ridesharing website within the 511.org web portal according to the requirements provided in *Appendix A-2, RRP Marketing & Customer Communications Requirements, incorporated into this Appendix A by this reference*.
2. Propose major website improvements in annual Implementation Plans.
3. Update the rideshare website on an on-going basis to rotate site content, highlight key program features, inform users about regional and local program products, services, announcements, and links, and ensure the site is up-to-date.
4. Work with MTC 511 web portal coordination activities. Provide input to MTC to develop the 511.org customer surveys if/when conducted by MTC. Review and help implement the survey.
5. Provide deliverables listed in the following table.

<b>DELIVERABLE</b>	<b>FREQUENCY</b>	<b>INFORMATION REQUIRED</b>
Web preview pages	As needed	PDF or web-based sample pages to show MTC proposed major changes

**D. Provide Vanpool Services**

For Group 1 Counties: Counties responsible for subtasks 1 – 4 for vanpools originating in or destined for their counties. Contractor responsible for subtasks 5 – 6.

For Group 2 Counties: The Contractor is responsible for subtask 1, only when requested by county. Contractor responsible for subtasks 2 – 6.

For Group 3 Counties: Contractor responsible for all subtasks

1. Form new vanpools through employers.
2. Form new vanpool through general public services.
3. Help vanpools comply with state law:
  - a. Monitor laws and regulations concerning Commuter Vanpools (Vehicle Code, bridge tolls, etc.)
  - b. Provide technical support to vanpools (e.g., checking/printing driver California DMV records);
  - c. Provide free MVR (Motor Vehicle Record) processing; provide sworn statement to qualified vans;
  - d. Provide full or partial reimbursement for medical examination for drivers of full-size (11-15 passengers) vans;
  - e. Provide free “511 Vanpool” vehicle signs/magnets that comply with state law.
4. Help existing vanpools stay in operation.
5. Within the RMS, maintain information about vanpools operating within the region, including coordinator, driver, origin, destination, intermediary stops, shift, van type, and legal compliance status. Identify TDM agency (ies) involved in initial vanpool formation (e.g., RRP, county (ies), none).
6. Develop a clear vanpool service delivery partnership between the RRP and Group 1 and Group 2 counties.

**E. Provide Emergency Services**

For Group 1 Counties: Contractor responsible for all subtasks

For Group 2 Counties: Contractor responsible for all subtasks

For Group 3 Counties: Contractor responsible for all subtasks

1. In the event of a major disruption to the regional transportation network, MTC may direct the contractor to extend its telephone service hours and provide additional levels of information to the public. Extended service hours may be supported with additional program funding.
2. Provide deliverables as described in the following table.

<b>DELIVERABLE</b>	<b>FREQUENCY</b>	<b>INFORMATION REQUIRED</b>
Final Report	Once for each occurrence	MTC may request the contractor to provide an assessment of the contractor’s ability to respond to the emergency need and provide recommendations for improved future response. At the direction of MTC, the contractor will be asked to include information about additional matchlists generated as a result of the emergency.

## II. Employer Outreach

For Group 1 Counties: Counties responsible for all subtasks

For Group 2 Counties: Counties responsible for all subtasks

For Group 3 Counties: Contractor responsible for all subtasks

1. Identify employers that do not have TDM programs or are not aware of the services provided by the RRP. Introduce these employers to TDM. Coordinate with county partners to ensure the same employers are not solicited multiple times.
2. Encourage and assist employers that do not have TDM programs to implement programs at their worksites. Track services that employers start to offer.
3. Work with employers that may already have TDM programs and assist them to improve the quality and substance of the products and services they offer. Track products and services or improvement that employers offer.
4. Provide on-going communications to employers with TDM programs and those without that are interested in hearing about RRP news and offerings.
5. Assess the state of employer programs throughout the Bay Area and measure progress toward additional penetration into the employer market.
6. Maintain an employer outreach database with the functional requirements described in *Appendix A-3, Database Management & Information Sharing Requirements*.
7. Provide database information to TDM Partners as directed by the requirements of *Appendix A-3, Database Management & Information Sharing Requirements*.
8. Maintain a database of TDM partners, including local, state and national TDM programs and services, other consulting firms, and elected officials.
9. Coordinate with counties to provide services and report targets for which counties are responsible. Compile all statistics for presentation to MTC.
10. Provide deliverables as described in the following table.

DELIVERABLE	FREQUENCY	INFORMATION REQUIRED
Employer Outreach Sales Description	Once, during the first two months of the contract	A comprehensive and detailed list of what types of employer services will be considered a “sale”.

## III. MTC Renewable Services

### A. Telephone Services

For Group 1 Counties: Counties responsible for all subtasks

For Group 2 Counties: Contractor responsible for all subtasks

For Group 3 Counties: Contractor responsible for all subtasks

1. Operate the rideshare telephone service function of the 511 traveler information system following the requirements of *Appendix A-5, 511 Rideshare Telephone Services Requirements, incorporated into Appendix A by this reference*.



B. Airport Information

1. Provide the following information to 511 callers requesting information for the San Francisco, San Jose, and Oakland airports (Group 1 counties provide this information for the Sacramento airport):
  - Ground transportation services
  - On-airport public parking locations and rates
  - Public transit information to and from airports, including rates

C. Bicycling Information

For Group 1 Counties: Counties responsible for subtasks 2 – 4; Contractor responsible for subtask 1 (with assistance from counties to provide updates and information).

For Group 2 Counties: Contractor responsible for all subtasks

For Group 3 Counties: Contractor responsible for all subtasks

1. Maintain and enhance the bicycling website within the 511.org web portal. Update the bicycling website on an on-going basis to rotate site content, highlight different program features, inform users about regional and local program products, services, announcements, and links, and ensure the site is up-to-date. Coordinate with MTC to integrate the site within the 511 web portal.
2. Coordinate with bicycle organizations and local jurisdictions to ensure that the RRP has the most up-to-date and accurate information about bicycling resources.
3. Answer phone calls that come in on the 511-bicycling line. Maintain staff expertise to answer calls. Provide tallies of call volumes.
4. Perform bike buddy matching.

D. Provide and Coordinate Regional Rideshare Campaign(s) and General Program Marketing

For Group 1 Counties: Contractor responsible for all subtasks

For Group 2 Counties: Contractor responsible for all subtasks

For Group 3 Counties: Contractor responsible for all subtasks

1. Develop regional campaign ideas and concepts to present to the Marketing Working Group.
2. Through the Marketing Working Group and compliant with *Appendix A-2, RRP Marketing & Customer Communications Requirements*:
  - a. Lead the development of a regional campaign(s) that broadly supports the RRP's goal and can be used consistently by the Contractor and the counties,
  - b. Develop campaign/general marketing materials, including electronic files for customization and use by county program partners, and
  - c. Implement the regional campaign/general marketing strategy.
3. Develop campaign goals, measurements and targets to determine the success of the campaign.
4. Coordinate any marketing campaign targeted at potential rideshare customers in a specific area, as opposed to region-wide (e.g., county, residential area or corridor) with the representative county rideshare program partners.

5. Present general program marketing strategies and materials in the annual Implementation Plan for MTC's approval.
6. Provide draft and final versions of a campaign plan for MTC's review, as described in the following table.
7. Develop press kits, public service announcements, and press releases, as described in the following table.

<b>DELIVERABLES</b>	<b>FREQUENCY</b>	<b>INFORMATION REQUIRED</b>
Regional campaign(s) plan (Draft and Final versions)	Annually (new or updates)	Provide comprehensive overview of strategies for implementation of regional campaign(s).
Regional Campaign Materials (Draft and Final versions)	Annually (new or updates)	Electronic copies must be provided to counties for their customization.
Press kits, PSAs and press releases (Draft and Final versions)	As needed	Information about ridesharing that is timely and newsworthy.

E. County Delegated Services

Conduct this task for any of the counties that accepted service delegation at the start of the contract period in the event the county can no longer fulfill the obligations of its Funding Agreement with MTC.

1. Revise RRP budget to include funding that was previously passed through to county.
2. Provide services within county for which county had previously been responsible per its Funding Agreement with MTC.

#### **IV. Program Planning**

A. Provide Services from a Bay Area Office

1. Identify and lease office space located in the nine-county Bay Area to conduct the tasks outlined in this Scope of Work.
2. Staff the office from 8AM to 5PM Monday through Friday, recognizing the same holiday schedule as MTC.
3. Ensure that the necessary staff and ridematching database and system (to perform ridematching services) are fully operational by July 1, 2005.
4. Acquire all necessary equipment (e.g., computers, software licenses, telephone system with voice menu and trunk-to-trunk transfer capabilities, etc.), facilities (e.g., office space) and furniture to carry out the program elements detailed in this RFP.
5. Maintain up-to-date RRP equipment inventory. Provide sufficient information to track MTC's ownership rights for all equipment.
6. Provide deliverables as described in the following table.

DELIVERABLE	FREQUENCY	INFORMATION REQUIRED
Equipment Inventory	Semi-annually	Listing of equipment, including associated MTC bar-coded identification numbers for tracking purposes

**B. Support Transition of Contractors**

As applicable, perform the following tasks at the start or end of the contract period(s).

1. Work with former contractor to transition program services between contractors for at least a two-month period prior to the start of the first full fiscal year of the contract period.
2. Start independent operation of the RRP on July 1, 2005, including, but not limited to, operation of the RMS compliant with *Appendix A-4, RRP Ridematching System Requirements, incorporated into Appendix A* by this reference.
3. At the end of the contract period, work with the next contractor to transition program services between contractors for at least a two-month period prior to the start of the first full fiscal year of the next contract period.
4. Provide technical documentation and other program information requested by MTC to develop future RRP procurements and transition services.
- 5.

**C. Implementation Plan**

1. Prepare a detailed Implementation Plan prior to the start of each fiscal year (July 1) as described in the following table.

DELIVERABLE	FREQUENCY	INFORMATION REQUIRED
Draft Implementation Plan	Annually, three* months prior to the start of each fiscal year  *Two months for the first fiscal year of contract	Program Elements, tasks, measurements, and targets for the coming year; Strategies that will employed to accomplish program goal, objectives and meet targets for the coming year.
Final Implementation Plan	Annually, one month prior to the start of each fiscal year	See above.

**D. Provide General Program Deliverables**

1. Provide the on-going deliverables shown in the following table.

<b>DELIVERABLES</b>	<b>FREQUENCY</b>	<b>INFORMATION REQUIRED</b>
Standard Operating Procedures (Draft and Final versions)	Annually	Processes and protocols used by the contractor, including, but not limited to: <ul style="list-style-type: none"> <li>• Operate the online database software system</li> <li>• Manage the website that explain how content is developed and how the contractor adds content from TDM Partners</li> <li>• Operate vanpool services</li> <li>• Manage and operate phone services</li> <li>• Coordinate employer services with county agencies</li> </ul>
TDM Inventory	Update Quarterly	Inventory of the TDM products and services offered by the RRP and TDM Partners throughout the Bay Area
Customer Communication Materials (Draft and Final versions)	On-Going	Materials necessary to communicate with customers (e.g., mailing envelopes, matchlist paper, purge materials)
Promotional Materials (Draft and Final versions)	On-Going	Materials designed to educate the public about ridesharing, develop new customers and/or promote specific program services.
Reconciliation Invoice	Annually	Actual overhead and benefit rates based on contractor's own year-end financial audit

**E. Measure and Report Program Outcomes**

1. Coordinate with county partners as necessary to report progress in meeting targets for which counties are responsible, as described in the Measurements and Targets table below.
2. Using either current methodologies, or proposed new ones, calculate Vehicle Trips Reduced and Vehicle Miles Traveled reduced for TFCA reporting.
3. Using either current methodologies, or proposed new ones, measure and report performance, as described in the "Measurements and Contractual Targets" table below.
4. Using either current methodologies, or proposed new ones, track and report the Non-Contractual Measurements" listed below.
5. Provide the deliverables shown in the following table.

<b>DELIVERABLES</b>	<b>FREQUENCY</b>	<b>INFORMATION REQUIRED</b>
Draft TFCA evaluation and reporting strategy	At least once; Up to annually as needed. First due during 2-month contract transition period	How the RRP and counties will measure reductions in vehicle trips and VMT for Air District and program reporting; How the RRP will coordinate reporting with its County partners.
Final TFCA evaluation and reporting strategy	At least once; Up to annually as needed. First due June 30, 2005	See above.
Deliverables necessary for implementing TFCA evaluation strategy	As needed	TBD
TFCA Report	Semi-annually (April & October)	Metrics and narrative required in the funding agreement between MTC and BAAQMD using reporting strategy developed in “Final TFCA Evaluation & Reporting Strategy.”
TFCA Grant Application	Annually (June 15 <sup>th</sup> )	Outcomes projections needed to support Air District funding application filed by MTC. The projections will use the metrics developed in “Final TFCA Evaluation & Reporting Strategy.”
Monthly Statistics (Last month of year = Annual Report)	Monthly (by 15 <sup>th</sup> of month for prior month)	<ul style="list-style-type: none"> <li>• Year-to-date status toward meeting contractual targets (See “Measurements and Contractual Targets” table below)</li> <li>• Year-to-date status of non-contractual target information desired by MTC (See “Non-Contractual Measurements” below)</li> </ul>
Quarterly Stakeholder Report (Draft and Final versions) (Last quarter of year = Annual Report)	Quarterly (by 15 <sup>th</sup> of Oct, Jan, Apr, and July)	<ul style="list-style-type: none"> <li>• Year-to-date status toward meeting contractual targets (See “Measurements and Contractual Targets” table below)</li> <li>• Year-to-date non-contractual tracking information (See “Non-Contractual Measurements” list below)</li> <li>• Qualitative and quantitative highlights by task</li> <li>• Qualitative review of accomplishments, challenges and plans</li> </ul>
Weekly 511 Statistics	Weekly	<ul style="list-style-type: none"> <li>• See “Non-Contractual Measurements” list below</li> </ul>

<b>MEASUREMENTS AND CONTRACTUAL TARGETS</b>			
<b>MEASUREMENTS</b> <i>(To be reported in Monthly Statistics)</i>	<b>FY05-06 PRELIMINARY CONTRACTUAL TARGETS</b> <i>(Future year targets will be established annually prior to the start of each contract year.)</i>		
	<b>PROGRAM</b>	<b>CONTRACTOR</b>	<b>GROUP 1 COUNTIES</b>
Clients Placed	9,500	7,389	2,111
New Ridematch Registrants	17,000	13,222	3,778
Average Annual Database Size	12,000	9,333	2,667
Follow-up Customer Contact	12,000	9,333	2,667
Avg. # of Names Per Matchlist	6	6	TBD
New Vanpools Formed	80	62	18
Vanpool Fleet Size	675	525	150
	<b>PROGRAM</b>	<b>CONTRACTOR</b>	<b>GROUP 1 &amp; 2 COUNTIES</b>
# New employers contacted (annual)	1,200	667	533
# Active employers (annual)	900	500	400
# Maintenance employers	4,000	2,222	1,778
# Sales made	TBD (sum of Contractor & Counties)	TBD by Proposer	TBD by MTC & Counties

### NON-CONTRACTUAL MEASUREMENTS

*(To be tracked and reported in Monthly Statistics unless noted.)*

- Regional Campaign measurements as proposed by Contractor \*
- Other marketing measurements as proposed by Contractor \*
- Cost per vehicle trip reduced
- Additional database participant information (# registrants and monthly average by origin and destination county)
- Additional information about vans formed (agency (ies) involved, origin/destination county)
- Detailed call tallies by type of information request \*\*
- # Airport calls by airport \*\*
- # Web users
- Rideshare website user sessions \*\*\*
- Number of web-generated database registrants \*\*\*\*
- Number of matchlists generated from the web \*\*\*
- Top ten referral web pages

\* Reporting shall be coordinated with Group 1 and Group 2 counties

\*\* Reporting shall be coordinated with Group 1 counties

\*\*\* Reported in weekly 511 statistics

F. Technical Advisory Committee

1. Participate in TAC Meetings (~ 3 hours per month in Oakland)
2. Prepare items for review and discussion as described in the table below.

<b>DELIVERABLES</b>	<b>FREQUENCY</b>	<b>INFORMATION REQUIRED</b>
Memos, Presentations, etc.	As needed; as often as monthly	Items including, but not limited to, summaries of deliverables and project updates, etc.

G. Performance Audit

1. Participate in a performance audit of the program once during the contract period, if MTC elects to conduct a program performance audit.
2. Provide deliverables as described below.

<b>DELIVERABLES</b>	<b>FREQUENCY</b>	<b>INFORMATION REQUIRED</b>
Items for auditor review	Once in 6-year period	As requested by MTC

## **APPENDIX A-1, GLOSSARY OF RRP TERMS**

### **511/511.org**

The traveler information phone number and website in the nine-county San Francisco Bay Area. Users can obtain rideshare, traffic, transit and bicycling information. Beginning spring 2003, 511 replaced 800-755-POOL as the RRP's phone number.

### **511 Call Center**

At the highest level of the 511 phone tree, calls are routed through voice-activation software. There is currently no dedicated 511 call center. Instead, the RRP functions as the call center for rideshare, bicycle, airport and other miscellaneous calls. The transit agencies perform their own call center functions.

### **511 Statistics**

Statistics submitted by 511 Contractors to MTC that track 511 call and website data. Some statistics are submitted weekly; others monthly, although this may change as the system matures. The RRP submits data about number of calls received for different purposes, web site visits and other web data.

### **Active Employers**

Employers that receive personal consultation from the RRP within the month. Personal consultation may be in-person, over the phone or via e-mail. It requires contact beyond a general employer mailing or communication effort. The RRP tracks active employers in its employer database and reports on the number of active employers.

### **Activity**

A strategy, method or process that allows the Contractor to achieve the required tasks.

### **Additional Vanpooler**

A new vanpool rider who, when joining a van, increases the number of net riders in the vanpool fleet. The new rider may have never been in a vanpool before or may be a return rider.

### **Average Annual Database Size**

The database size is the number of people enrolled in the ridematching database at any one time. This number varies during the course of the month as well as from month to month. The average database size is the average number of people enrolled in the database over a set period of time. The RRP shall report the average database size for each month as well as annually. The annual average is one of the RRP's performance standards.

### **Bay Area Air Quality Management District (BAAQMD)**

The BAAQMD is responsible for regulating and monitoring air quality in the nine-county San Francisco Bay Area. The BAAQMD is a member of the RRP TAC and also grants MTC funds from the Transportation Fund for Clean Air to fund the RRP.



### **Cities and County Association of Governments of San Mateo County (C/CAG)**

C/CAG deals with issues that affect the quality of life in general in San Mateo County; transportation, air quality, storm water runoff, hazardous waste, solid waste and recycling, land use near airports, and abandoned vehicle abatement. C/CAG serves as the county's designated Congestion Management Agency.

### **Chico State Methodology**

The methodology historically used by the Bay Area RRP to determine the number of RRP clients placed into alternative modes. This document is available on the MTC website at [http://www.mtc.ca.gov/about\\_mtc/doing\\_biz/rideshare\\_resources.htm](http://www.mtc.ca.gov/about_mtc/doing_biz/rideshare_resources.htm).

### **Clients Placed (Annual)**

Annual clients placed equals the annual placement rate multiplied by the number of people requesting matchlists, receiving matchlist updates, and receiving a follow-up phone call in the fiscal year, plus the number of people joining vanpools, based on the vanpool formation activity tracked by the RRP. The annual number of clients placed is determined in the beginning of the following fiscal year, once a statistically significant placement rate for the year has been calculated. More information is available in the technical documentation provided on the MTC website at [http://www.mtc.ca.gov/about\\_mtc/doing\\_biz/rideshare\\_resources.htm](http://www.mtc.ca.gov/about_mtc/doing_biz/rideshare_resources.htm).

### **Clients Placed (Estimated)**

The RRP estimates the number of clients placed in the month using the same methodology described for annual clients placed, except that the placement rate from the prior fiscal year is multiplied by the number of people receiving service in the past month. The prior year's placement rate is used, because the current year's rate will not be determined until the end of the year. Thus, the number of clients placed reported on throughout the year is an estimate that is corrected at the end of the fiscal year.

### **Congestion Management Agency (CMA)**

A countywide agency responsible for preparing and implementing a county's congestion mitigation program (CMP).

### **Contra Costa Commute Alternatives Network (CCCAN)**

A public agency that provides transportation demand management services. CCCAN will also provide employer outreach services within Contra Costa County, on behalf of the RRP. CCCAN is a program of the Contra Costa Transportation Authority.

### **Contra Costa Transportation Authority**

A public agency formed by Contra Costa voters in 1988 to manage the county's transportation sales tax program and to do countywide transportation planning. The Authority is also the county's designated Congestion Management Agency, responsible for putting programs in place to keep traffic levels manageable.

**Cost Per Vehicle Trip Reduced**

The total number of vehicle trips reduced by the program divided by the total program budget. The RRP shall calculate the year-to-date cost per vehicle trip reduced on a monthly basis by assuming 1/12 of the project budget is spent each month.

**Cumulative Database Size**

The cumulative database size counts the number of people who are currently entered in the database or were entered in the database but have since been purged (either by the RRP or by the customer) year-to-date.

**Customer Communications Materials**

Materials designed to update customer information, educate existing customers, or encourage continued behavior of existing customers.

**ECommuter**

The name of the online ridematching system software program.

**Fee-for-Service**

A product or service offered by the RRP for a fee to customers. The RRP's products and services have historically been offered to the general public and employers for free.

**Follow-up Contact**

Contact with people already in the ridematching database to encourage them to generate another matchlist or form a carpool (e.g., tell them someone new has entered the database that matches their commute profile). Follow-up contact (for purposes of RRP standards) does not include purge activities.

**Inbound Commuter Calls**

Calls made to 511 rideshare

**Incentive (Program)**

A payment or gift used to encourage potential rideshare customers to enter into the database or begin carpooling, vanpooling.

**Logicalis**

The software vendor who licenses eCommuter.

**Maintenance Employers**

Employers that received active assistance from the RRP in the past or those that are interested in hearing about RRP news and offerings, even though they have never received active assistance from the RRP. A maintenance employer receives general employer mailings or e-mail updates on a periodical basis.

**Marketing**

Activities that educate new audiences about ridesharing and encourage people to engage in the activities of the RRP

### **Marketing Working Group**

Provides direction for marketing campaigns and assists in coordination and implementation. The group consists of MTC's Project Manager, interested TAC members and county program representatives.

### **Matchlist Client Survey**

A quarterly survey of a sample of people in the ridematching database who requested a matchlist, received an updated matchlist, or received a follow-up phone call in the previous quarter. It is administered by the RRP to determine placement rate.

### **Matchlist Update**

A revised matchlist that is either generated by the customer through the online system or generated by the RRP for the customers. Matchlist updates are often prompted through the RRP's follow-up contact that occurs when a new person enters the database who was not on a client's original matchlist.

### **Monthly Statistics**

A chart produced monthly by the Contractor and given to MTC for distribution to the TAC that shows contractually required measurements, targets and year-to-date progress toward meeting targets. It also shows non-contractually RRP measurements and outcomes.

*Appendix A, Scope of Work, Task IV.D* provides a summary table of the preliminary monthly statistics to be included in this report.

### **MTC**

The Metropolitan Transportation Commission (MTC) is the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. MTC provides the Regional Rideshare Program within the Bay Area by contracting the program to an outside vendor(s).

### **Names Per Matchlist**

The average number of names of potential carpool/vanpool partners that appears on all matchlists produced during the course of the month. ECommuter generates this number.

### **New Vans Formed**

The number of vanpools that went into service during the course of a designated time period that the RRP had a direct hand in helping to form. The RRP can take credit for any van formed if it performs at least one of the following steps:

- Establish new driver,
- Work with the driver, employer or database to find possible riders,
- Provide the driver with posters, etc. to market the pool,
- Working with the driver to find a vehicle,
- Bring the driver and the possible riders together at a formation meeting,
- Provide an incentive to the driver or passengers,
- Provide technical support to the driver (e.g., medical exam)

### **New Vans Found**

The number of vanpools the RRP enters into the ridematching database during the course of a designated time period that the RRP had no role in forming.

### **Online Ridematching System**

The Online Ridematch System (RMS) is a self-serve Internet ride-match service giving end-users the power to find their own partners and customize their searches for sharing a carpool or vanpool to work – without any manual intervention necessary from the RRP. The current system is available through the 511 rideshare website ([www.rideshare.511.org](http://www.rideshare.511.org))

### **Outreach**

A subset of marketing activities that uses personal contact to educate and encourage people to rideshare.

### **Peninsula Traffic Congestion Relief Alliance (The Alliance)**

San Mateo County's Transportation Demand Management Agency whose mission is to reduce the number of single occupant vehicles traveling in, to and through San Mateo County, reducing vehicle emissions that will result in improved air quality. The Alliance and its programs are funded through the San Mateo County Transportation Authority and C/CAG of San Mateo County. The Alliance will provide employer outreach within San Mateo County on behalf of the RRP.

### **Placement**

A placement is “any change to a non-SOV commute mode within a specified period after service contact with the rideshare program.”<sup>1</sup>

#### **Placement (on-going)**

The commuter changed from driving alone to a non-SOV mode following service contact with the rideshare program and is still in the non-SOV mode at the time the monitoring survey is conducted.

#### **Placement (trial)**

The commuter tried a non-SOV mode following service contact with the rideshare program, but is no longer in the non-SOV mode at the time the monitoring survey is conducted.

#### **Placement (maintenance)**

The commuter changes carpool partners, changes from one non-SOV mode to another, or adds members to the carpool/vanpool.

### **Placement Rate**

The rate (%) of people who make a change to a non-SOV mode within a specified period after service contact with the RRP. It is the sum of the percentage of trial placements, on-going placements and maintenance placements. It is determined by conducting four

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<sup>1</sup> King, Michael & Barbara Alderson, “Rideshare Placement Measurement: A Proposed Standard Methodology,” Survey Research Center, California State University, Chico. June, 1995, page 3.

quarterly surveys of database clients. The four surveys yield a placement rate that is statistically significant on an annual basis.

**Placement Rate (annual)**

The placement rate that is compiled from four quarters of surveys. The current annual placement rate has a margin of error of +/- 5% at the 95% Confidence Interval, based on RIDES methodology.

**Point-To Phone Number**

A unique phone number to which a call selection will roll. This allows the Contractor's phone system to tally calls by call purpose.

**Promotional Materials**

Materials designed to educate the public about ridesharing and/or develop new customers

**Quarterly Stakeholder Report**

A monitoring report issued by the RRP on a quarterly basis that is designed for an audience of Bay Area decision-makers.

**Regional Campaign**

A marketing campaign or message that broadly supports the RRP's goal and can be used consistently by the Contractor and the counties.

**RIDES**

Prior to 2002, the Bay Area's Regional Rideshare Program was generally called "RIDES for Bay Area Commuters." This name refers to the name of the contractor that currently operates the program (RIDES Associates).

**Ridematch Registrant**

A person registered in the ridematching database

**Ridematch Registrant (new)**

A person who has entered the database within a designated period of time (e.g., the last month). A person can be counted as a new ridematch registrant, even if the person is in the database for only a short while (e.g., enters and deletes him/herself on the same day).

**Rideshare Services**

The term the Contractor shall use when talking to customers about the Ridematching System.

**Rideshare Thursdays**

The regional marketing campaign implemented by the Bay Area RRP in FY03-04 and FY04-05. The message of the campaign is to use an alternative mode at least once a week (e.g. Thursday)

**RMS**

The Ridematching System (RMS) consists of the ridematching software and database, the online interface, and the processes associated with entering (including phone and mail) and maintaining the database.

**RMS Update**

An update to the RMS generally involves customizing the software to meet the needs of the Contractor, MTC, the TAC or TDM Partners. It could also be an update to database processes or the online interface.

**RRP**

Regional Rideshare Program. Beginning in 2002, the name of the Bay Area's program was officially branded as "The Regional Rideshare Program."

**Sale**

When an employer starts offering a product or service to its employees, or improves the quality of a service/product already provided, at the prompting of the RRP. The RRP may consider that it prompted the sale if it occurs within a designated time period following personal, written or verbal communication with the RRP.

**Solano Napa Commuter Information (SNCI)**

A public agency that provides transportation demand management services within Solano and Napa counties and employer outreach within those counties on behalf of the RRP. SNCI is a program of the Solano Transportation Authority.

**Solano Transportation Authority (STA)**

The STA serves as the Congestion Management Agency for Solano County. The STA is responsible for countywide transportation planning, coordination, financing priority projects and the programming of federal, state, and regional transportation funds. This includes roads, transit, rideshare, rail, bicycle, pedestrian facilities and Solano Paratransit.

**Technical Advisory Committee (TAC)**

The TAC is an advisory group that provides guidance on RRP strategic direction. Formed in January 2003, TAC membership consists of the nine congestion management agencies, the Bay Area Air Quality Management District, local Transportation Demand Management (TDM) representatives, the Contractor, and MTC staff. The TAC typically meets monthly. Working Groups, or subsets of the TAC, have formed to focus on certain key RRP strategic areas (e.g., Marketing Working Group); these working groups typically confer outside of regular TAC meetings to discuss/address detailed planning and implementation issues.

**TDM Inventory**

A chart maintained by the RRP showing the transportation demand management products, services and support offered by TDM Partners throughout the Bay Area.

**TDM Partner**

An agency/organization that provides transportation demand management products, services and support to an audience broader than its own employees. A TDM Partner might be a city, county, local TDM agency, Transportation Management Association (TMA), business park, etc.

**Transportation Demand Management (TDM)**

A general term for strategies that result in more efficient use of transportation resources.

**Transportation Fund for Clean Air (TFCA)**

One of the RRP's funding sources. TFCA funds are generated by a \$4 surcharge on vehicle registration fees. The fund is administered by the BAAQMD and is intended to fund projects that improve air quality.

**TFCA Report**

An annual report to the BAAQMD, required as part of the funding agreement, compiled by the Contractor and MTC that explains the vehicle trips and vehicle miles traveled reduced by the RRP.

**Transportation Management Association (TMA)**

A non-profit, membership organization that promotes transportation management strategies to its member companies. Examples of TMAs in the Bay Area include the Bishop Ranch TMA, the Hacienda Business Park, Moffet Business Park TMA and the San Francisco TMA.

**Vanpool Fleet Size**

The number of vans in the ridematching database.

**Vehicle Trips Reduced**

The number of vehicle trips eliminated from the roadways as a result of the number of vanpools formed by the RRP and the number of placements made by the RRP.

**Vehicle Miles Traveled (VMT) Reduced**

The number of collective miles that were not driven due to the vehicle trips eliminated by the RRP's activities.

**Working Group**

A Working Group, or subset of the TAC, is formed to focus on certain key RRP strategic areas (e.g., Marketing Working Group). Over the past year, working groups have held separate meetings/conference calls outside of regular TAC meetings to discuss/address detailed planning and implementation issues.

## **APPENDIX A-2, RRP MARKETING & CUSTOMER COMMUNICATIONS REQUIREMENTS**

This appendix:

- Directs the RRP Contractor on how to use 511/511.org as the call-to-action;
- Explains the processes for developing, coordinating and securing approval for regional campaigns and other marketing strategies; and
- Provides guidance for how rideshare marketing will be executed within the 511 family of traveler information services.

### ***A. 511 Call-to-Action***

Any marketing or outreach materials (e.g., newspaper ads, radio ads, billboards, employer packets, e-mails, etc.), whether implemented region-wide or within a targeted geographical area, shall direct consumers to 511 and 511.org as the starting point for obtaining RRP information. A unique look and feel may be used for any campaign in order to maximize the communication for that particular effort.

Contractor's staff is required to attend 511 marketing meetings to participate in the development of 511 campaigns and to ensure that the RRP's marketing efforts are coordinated with other 511 marketing efforts. These meetings may be as often as every-other month.

#### ***1. Phone Number Usage in Rideshare Communications***

All marketing, outreach and public information materials produced or provided in whole or in part through the RRP shall prominently display the 511 telephone number as the sole point of public telephone access to RRP services in the nine counties. All other phone numbers shall not be used in marketing materials or other materials distributed to the public or employers. Personal contact phone numbers may be used when communications are needed with specific Contractor staff members (e.g., business cards, etc.). For approach for personal contacts, see item A.6.

#### ***2. Naming and Referencing the Program***

Contractor shall refer to the program as the "Regional Rideshare Program". Contractor shall, whenever possible and appropriate, reference the fact that information about the program can be accessed by calling 511 or visiting 511.org. Contractor shall not use its name in marketing or representing the Program, including in written materials, external communications and/or public relations efforts, in order to maintain the distinction between the Program and Contractor, unless otherwise approved by MTC. These materials include:

- Regional Rideshare Program Website (through 511.org)
- Marketing Collateral (e.g., brochures, flyers)
- Marketing Events (e.g., signage at employer fairs, booths at events)
- Employer Communications (e.g., letters or other correspondence with employers)



- Customer Communications (e.g., correspondence with people in the rideshare database)
- Public Relations and Press (e.g., press releases, interviews with the media)
- Any other external communications

### *3. Referencing 511 in RRP Communications*

Contractor shall use approved 511 logos from the 511.org web site in the “511 Tool Box”. Both 511 phone and web call-to-action must be provided in all program materials and communications.

Specifically, when referencing the 511 website, the call to action must be [www.511.org](http://www.511.org) or 511.org at all times. In special cases, the phrases *rideshare.511.org* or *www.511.org*, *click Rideshare* may be used with permission of MTC.

When specifically referencing 511 phone, 511 must be the primary call to action. Additional information on how to specifically access the rideshare portion of the system can be added when necessary (i.e., *say Rideshare*).

### *4. Use of 511.org Feature Names, Services and Tools*

With the improvement of the 511.org Home Page, features have been added for each of the modes. The Rideshare page has initially highlighted the following features:

- 511 Ridematch Tool
- Commute Incentives
- Joining a Vanpool
- Rideshare Thursdays

These features may change or MTC may wish to highlight new features or current events, Contractor shall ensure that the feature names used remain consistent throughout the Rideshare site. Therefore, when new features are highlighted, Contractor shall coordinate with MTC to agree upon an official name for each new feature.

When referring to the larger suite of ridematching services, which include the 511 Ridematch Tool, Contractor shall use the phrase *Ridematch Service*.

When referring to the Regional Rideshare Program and the services offered, Contractor shall use the term *Regional Rideshare Program* as opposed to Contractor’s name.

### *5. 511.org Rideshare & Bicycling Websites*

Contractor must generally maintain the already-established format of the Rideshare and Bicycling websites. Any changes to this existing format or content must be approved by MTC prior to implementation. MTC may elect to revise the overall 511.org look and feel. In this event, Contractor would be required to comply with any related revisions to the Rideshare and Bicycling pages.

Contractor shall propose any major website improvements in the Implementation Plan at the beginning of each fiscal year. Other major improvements that may arise during the

course of the fiscal year must be approved by MTC prior to implementation. When making any changes to the content of the Rideshare and/or Bicycling website, Contractor must receive prior approval by MTC. When posting updates to current information on the existing Rideshare and/or Bicycling Websites, the Contractor may send update requests directly to the appropriate Web host.

*6. Employer Communications*

In situations where Contractor staff contacts employers or communicates with an individual or group on a frequent basis, it is permissible to provide direct contact information of the Contractor staff, in addition to 511 and 511.org, in order to ensure ease of communication. Staff information can be provided in the form of a business card, direct phone line or email information. Contractor's main telephone number or other general contact information should not be used at any time. For mailings to employers, any stationary used shall be 511 letterhead, to be created by Contractor and included in the annual budget.

*7. Customer Communications*

Contractor shall not use its corporate name in representing the program. Contractor shall greet all 511 telephone callers with the phrase *511 Rideshare* or *511 Bicycling* (or a similar variation).

*8. Media Communications*

Contractor may be the primary point of contact with the media regarding the rideshare program but will keep MTC informed of all media contact. Contractor shall refer media calls to MTC as appropriate.

The Contractor shall submit draft articles/press releases for review and approval by MTC's Rideshare Program Project Manager or designee prior to distribution to the media.

***B. Marketing Working Group***

The Marketing Working Group consists of MTC's Rideshare Program Project Manager, interested TAC members and TDM Program Partners (e.g., CCCAN, The Alliance, and SNCI). Contractor is responsible for organizing and scheduling meetings, although any member may call a meeting. The Marketing Working Group assists the RRP Contractor develop, implement and obtain approval of regional campaigns and general marketing concepts and materials. Regional campaigns are intended to educate new audiences about ridesharing and encourage people to engage in the activities of the RRP. General marketing concepts and materials are those that promote the RRP's services overall and/or are used broadly.

The Marketing Working Group meets on an as-needed basis. Approval from the Marketing Working Group will be by consensus. The working group will develop a process for reaching consensus. As a general guidance, strong minority opinions should be recorded and further discussed until people are able to agree to disagree with the group consensus.

The Contractor shares draft campaign and marketing concepts and materials with the Marketing Working Group for members' feedback. The Contractor incorporates this feedback and revises concepts and materials accordingly. The Contractor submits final draft materials to MTC for final approval.

## **APPENDIX A-3, DATABASE MANAGEMENT & INFORMATION SHARING REQUIREMENTS**

In order to provide accurate, comprehensive and coordinated information to the Regional Rideshare Program's (RRP) partner organizations (funding partners and designated local government-funded TDM programs) about employers and individuals interested in ridematching and other TDM products and services, Contractor will adhere to the following requirements for the employer and ridematching databases.

### ***I. Employer Database***

Contractor will maintain a database of employers. This database will support the Contractor's employer outreach efforts and will contain employers located in Group 3 counties. The Employer Database includes contact information about employers interested in receiving information/calls from the Contractor regarding RRP products and services. Group 1 and Group 2 counties will maintain separate databases to support employer outreach efforts in their respective counties.

#### ***A. Employer Database Content, Accuracy and Currency***

1. Contractor shall ensure that the contact information in the database is up to date and accurate through an annual updating process.
2. The following information shall be recorded in the database for each company:
  - a. Contact information, including Personal Contact information, including size of work force, title, address, phone number, fax number, email address and county.
  - b. The date an employer expressed interest in being in the database
  - c. The date(s) employer information is updated
  - d. What types of TDM programs/benefits the employer offers
  - e. The "sales" made by the Contractor to the employer
  - f. Notes about the employer's interest in increasing the number of employer TDM programs/benefits
  - g. Employer classification -- "not interested," "active," or a "maintenance" employer
  - h. Dates of all employer meetings/conversations
  - i. Any annual employer events
  - j. Any specific employer requests
  - k. Any other relevant information
2. No individual or company record will remain in the active employer database for longer than one year without a successful contact by Contractor. In addition to the annual purge, Contractor will purge the database of old records and correct inaccurate records based on information it receives through returned mail and e-mail and disconnected phone numbers on an on-going basis.

#### ***B. Employer Database Ownership and Availability***

MTC owns the information in the employer database but makes it available for use by government-funded local TDM programs in the nine-county Bay Area to promote local and

regional TDM program services and incentives that mitigate the growth of traffic congestion and motor vehicle emissions. MTC will be responsible for coordinating and responding to all requests for information from the employer database. Contractor shall only share information in the Employer Database as directed by MTC.

## ***II. Ridematching Database***

The Ridematching Database contains contact information for commuters interested in 1) receiving matchlists from the Regional Rideshare Program and/or 2) information/calls from the Regional Rideshare Program and partner organizations regarding TDM products and services.

### ***A. Ridematching Database Content, Accuracy and Currency***

1. Contractor will maintain and enhance the Ridematching Database.
2. Contractor shall ensure that the contact information in the database is up to date and accurate. Contractor may use a variety of proposed methods to maintain the accuracy and currency of the ridematching database.
3. Contractor shall provide an off-site back-up copy of the database.

### ***B. Ridematching Database Ownership & Availability***

1. MTC owns the information in the employer database but makes it available for use by government-funded local TDM programs in the nine-county Bay Area to promote local and regional TDM program services and incentives that mitigate the growth of traffic congestion and motor vehicle emissions. Otherwise, ridematching customer information is confidential.
2. MTC will direct Contractor about whom they may share data. Generally, MTC will share data with other government-funded rideshare agencies for ridesharing purposes only. At the time of registration or through the registration materials, ridematching customers shall be informed of this policy. All relevant program materials, including the website, shall include the following policy statement to reinforce public understanding of the confidentiality policy:

“Personal information will remain confidential and will only be used for ridesharing purposes and to provide you coordinated information about products, services and special campaigns that encourage the use of alternatives to driving alone. Please contact us with questions regarding this policy.”

## ***III. Ridematching Database Reports***

Information in the ridematching database may be made available to entities through a series of (online and hard-copy) reports as follows:

1. Employee Transportation Coordinators (or designated TDM representative) at Registered Companies may receive a detailed listing of their employees that are active in the ridematching system.

2. TMAs or other Transportation Agencies may receive a detailed listing of employees or employers affiliated with the Transportation Management Agency (TMA).
3. The nine Bay Area County CMA representatives (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma) may receive the following qualitative information:
  - a. Detailed listing of applicants who live in county
  - b. Detailed listing of applicants who work in county
  - c. New applicants who live in county
  - d. New applicants who work in county
  - e. Vanpool trip details based on origin in county
  - f. Vanpool trip details based on destination in county

This information shall be provided quantitatively, in the monthly report to MTC. It will exclude detailed contact names/information.

Contractor will provide, on an as-requested basis, the above-listed eight reports to CMA representatives who will use the database information to enhance the ridematching services provided at the regional level and for informational purposes only. Entities that wish to have these reports provided on a monthly basis shall submit a request to MTC's Regional Rideshare Program Manager. MTC will consider each request on an individual basis. If MTC approves the request, MTC will direct Contractor to provide requested reports monthly until otherwise notified.

Contractor will provide reports electronically in an MS Excel file to provide the greatest flexibility for the requestor.

3. Contractor will respond to local government-funded TDM program requests to distribute information about products, services and special campaigns that encourage the use of alternatives to driving alone to targeted groups of individuals in the ridematching database. Requests to distribute product, service and special campaign information to targeted individuals in the ridematching database will be coordinated through MTC's Regional Rideshare Program Manager.

#### **APPENDIX A-4, RRP RIDEMATCHING SYSTEM REQUIREMENTS**

1. The ridematching system's current functionality shall be maintained or improved.
2. Functionality shall include:
  - System shall be available through the Internet to provide self-serve, instant matchlists.
  - System shall allow online users to revise their own search parameters.
  - Online portion of the system shall have a secure log-in and protect individuals' personal information.
  - Online portion of system shall allow commuters to change or update their personal information in the database at any time.
  - System shall provide matchlists that show potential carpool, vanpool and bicycle partners.
  - Matchlists shall provide maps indicating approximate locations of matches.
  - System shall provide information about financial incentives offered by all agencies in the commuters' origin or destination regions.
  - System shall provide a range of remote access privileges to allow (at a minimum) the following groups to manipulate data without sacrificing data integrity or customer privacy:
    - County TDM Programs
    - Transportation Management Associations
    - Employers
  - System (potentially aided by additional reporting software) shall be capable of generating reports as described in *Appendix A-3, Database Management & Information Sharing Requirements*.
  - System shall be easily and cost-effectively enhanced to meet the program's changing needs and the needs of system users.
  - System shall be user friendly to both customers and administrators.
3. Contractor shall continue to operate the current software and lease the ridematching software license from Logicalis unless and until MTC determines that another ridematching system shall be used by the RRP. (MTC will make this determination based on the deliverable in Task I.A in *Appendix A, Scope of Work* and *Appendix A-3, Database Management and Information-Sharing Requirements*.)
4. The ridematching system shall remain available for commuters through the rideshare page of [www.511.org](http://www.511.org) ([www.rideshare.511.org](http://www.rideshare.511.org)). The look and feel of the online system shall meet the requirements of *Appendix A-2, RRP Marketing & Customer Communications Requirements*.

## **APPENDIX A-5, 511 RIDESHARE TELEPHONE SERVICES REQUIREMENTS**

The requirements explained in this appendix reflect current telephone requirements for the 511 Traveler Information System.

### ***A. 511 System***

Figure 1 outlines the current main menu of the existing 511 system. The system includes a series of voice “prompts” that instruct the caller on how to get information about traffic, bicycling, rideshare (carpooling/vanpooling), and public transportation.

### ***B. 511 Rideshare Telephone Service Functions***

Contractor shall operate and maintain the following four telephone service functions of the 511 traveler information system:

1. Rideshare/Carpooling/Vanpooling: This includes all carpooling and vanpooling-related information requests.
2. Commuter incentives: This includes requests for information on financial incentives for not driving alone, such as the commuter tax benefit program.
3. Bicycling: This includes bicycling information requests.
4. Airports (for San Francisco, San Jose and Oakland International Airports): This includes requests for information about (a) ground transportation services, (b) on-airport public parking locations and rates, and (c) public transit information, to and from the airports, including rates and shuttles to and from transit.

### ***C. 511 Rideshare Telecommunications***

1. Contractor shall provide and maintain 511 telephone services with voice menu and trunk-to-trunk transfer capabilities in order to offer live program information Monday through Friday between 8 AM and 5 PM and recorded program information during non-business hours.
2. Contractor shall be able to transfer 511 customers back into the 511 system or directly to relevant partner agencies.

### ***D. Coordination with other 511 Contractors***

Contractor shall coordinate with MTC (and its other 511 contractors, as necessary) to maintain a 511 system that appears seamless to customers interested in obtaining regional rideshare program services via the telephone. At a minimum, Contractor shall:

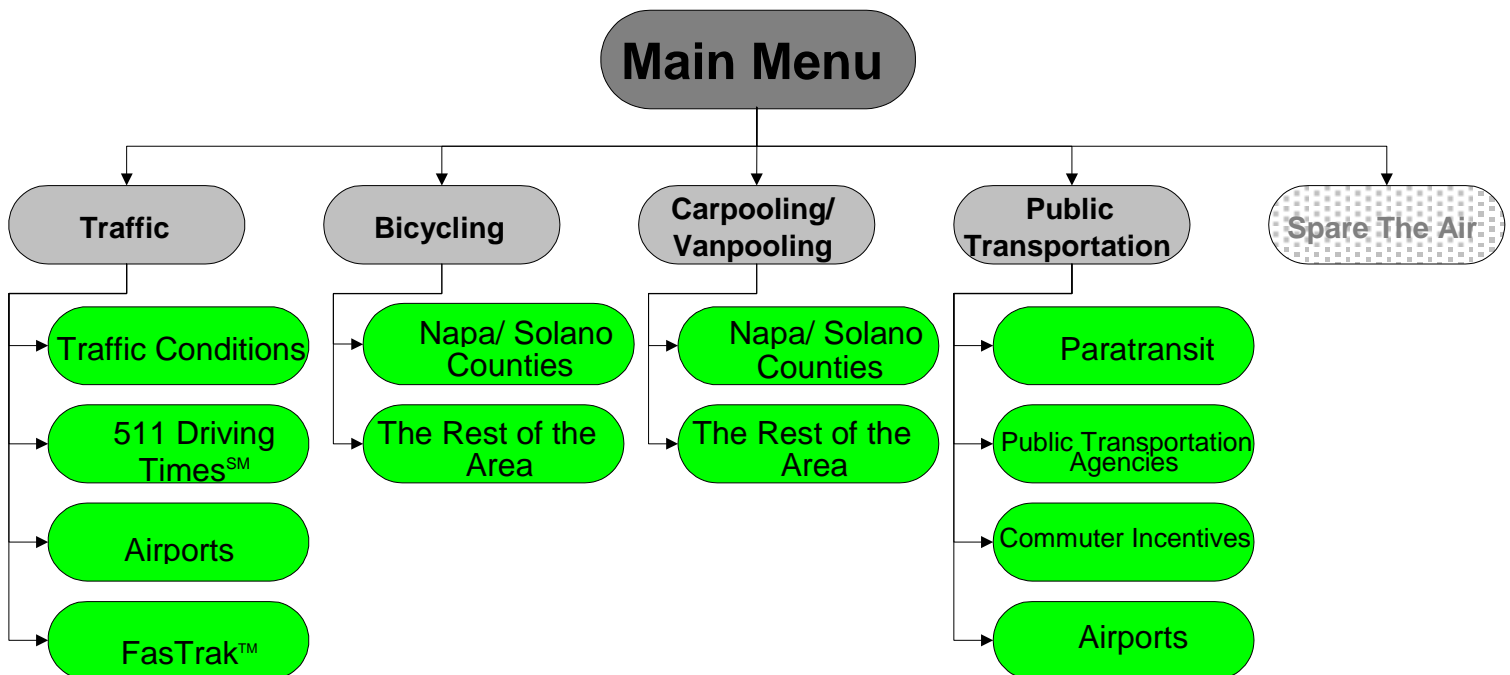
1. Review any updates to 511 prompts for the four telephone service functions for which Contractor is responsible (i.e., rideshare/carpooling/vanpooling, commuter incentives, bicycling, and airports) to coordinate and implement any necessary operational changes. Another 511 Contractor manages these updates. As an example, the current 511 prompt for “rideshare/carpooling/vanpooling” is: “*We have rideshare operators that provide information on carpooling, vanpooling, park and ride lots and much more. If you would*



like information specifically for Solano or Napa counties, say ‘Solano’ or ‘Napa’; otherwise, say ‘rideshare operator’.

2. Provide “point-to telephone numbers” to which the 511 system will connect for each of the four rideshare telephone service functions.
3. Provide copies of voice menu system call flows and scripts developed for each of the 511 rideshare telephone services. Contractor shall develop and implement appropriate call flows and scripts for all applicable categories (e.g., during the day when customer may receive a “busy” signal, at night or on the weekends, holidays). As an example, a night-time script for “commuter incentives” could be: *“Thank you for calling 511 about Commuter Incentives. Our hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Please leave your message and contact information and a 511 regional rideshare program representative will return your call the following business day.”*
4. Develop reporting capabilities that facilitate monitoring of the telephone system, including tracking customer usage (in each of the four rideshare telephone service areas) and quality of service (e.g., number of queued customers during normal hours of operation, etc.)

**Figure 1**  
**Existing 511 Phone Menu**



**APPENDIX B, COST AND PRICE ANALYSIS FORM**

<b>COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS</b>				
This form is to be used in lieu of FAA Form 3515 as provided under FAPR 2-16.260-2, it will be executed and submitted with proposals in response to "Requests for Proposals," for procurement of research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.			<b>PURCHASE REQUEST NUMBER</b>	
<b>NAME AND ADDRESS OF OFFERER</b>		<b>TITLE OF PROJECT</b> <div style="text-align: center;"><b>Regional Rideshare Program (RRP)</b></div>		
<b>DETAIL DESCRIPTION</b>	<b>ESTIMATED HOURS</b>	<b>RATE/HOUR</b>	<b>TOTAL ESTIMATED COST (Dollars)</b>	
<b>1. DIRECT LABOR(Specify)</b>				
<b>TOTAL DIRECT LABOR</b>				
<b>2. BURDEN (Overhead-specify) Dept. or Cost Center</b>		<b>Burden Rate</b>	<b>X BASE</b>	<b>BURDEN (\$)</b>
Overhead (Direct Labor)				
<b>TOTAL BURDEN</b>				
<b>3. DIRECT MATERIAL</b>				
<b>TOTAL MATERIAL</b>				
<b>4. SPECIAL TESTING (Including field work at Government installations)</b>				
<b>TOTAL SPECIAL TESTING</b>				
<b>5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse)</b>				
<b>6. TRAVEL (If direct charge)</b>				
<b>TOTAL TRAVEL</b>				
<b>7. CONSULTANTS (Identify - purpose - rate)</b>				
<b>TOTAL CONSULTANTS</b>				
<b>8. SUBCONTRACTORS (Specify in Exhibit A on reverse)</b>				
<b>9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)</b>				
<b>10. TOTAL DIRECT COST AND BURDEN</b>				
<b>11. GENERAL AND ADMINISTRATIVE EXPENSE (See page 2 for rate)</b>				
<b>12. TOTAL ESTIMATED COST</b>				
<b>13. FIXED FEE OR PROFIT (DL, Burden, Subs &amp; ODC) 10%</b>				
<b>14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT</b>				

<b>15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION</b>					
<b>A. GOVERNMENT AUDIT PERFORMED</b>		<b>DATE OF AUDIT</b>	<b>ACCOUNTING PERIOD COVERED</b>		
<b>B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT</b>			<b>C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? ( ) NO ( ) YES (IF YES, NAME AGENCY NEGOTIATING RATES)</b>		
<b>D. (If no Government rates have been established, furnish the following information)</b>					
<b>DEPARTMENT OR COST CENTER</b>		<b>RATE</b>	<b>TOTAL INDIRECT EXPENSE POOL</b>		<b>BASE FOR TOTAL</b>
<b>16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)</b>					
<b>NAME AND ADDRESS OF SUBCONTRACTOR(S)</b>		<b>SUBCONTRACTED WORK</b>	<b>SUBCONTRACT</b>		
			<b>TYPE</b>	<b>AMOUNT</b>	
<b>TOTAL</b>					
<b>17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)</b>					
<b>TOTAL</b>					
<b>18. GENERAL AND ADMINISTRATIVE EXPENSE</b>					
<b>CERTIFICATE</b>					
The labor rates and the overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he__has, __has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he__has, __has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.  For interpretation of the representation including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.					
<b>NO. OF CONTRACTOR EMPLOYEES:</b> [ ] 500 AND UNDER [ ], OVER 500 1,000				<b>STATE INCORPORATED IN:</b>	
<b>DATE</b>		<b>SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR</b>			



**APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

The Metropolitan Transportation Commission (“MTC”) commissioners include:

Tom Ammiano	Scott Haggerty	Jon Rubin
Tom Azumbrado	Barbara Kaufman	Bijan Sartipi
James T. Beall, Jr.	Steve Kinsey	James P. Spering
Irma L. Anderson	Sue Lempert	Pamela Torliatt
Mark DeSaulnier	John McLemore	Sharon Wright
Bill Dodd	Michael D. Nevin	Shelia Young
Dorene M. Giacomini		

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any BATA commissioner or GGBHTD director in the 12 months preceding the date of the issuance of this request for qualifications?  
\_\_\_ YES      \_\_\_ NO  
If yes, please identify the commissioner or director: \_\_\_\_\_
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any BATA commissioner or GGBHTD director in the three months following the award of the contract?  
\_\_\_ YES      \_\_\_ NO  
If yes, please identify the commissioner or director: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude BATA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

**APPENDIX D, SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONTRACTOR AGREEMENT**

In order to provide Proposers with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. A copy of MTC's standard agreement may be obtained from the Project Manager for this RFP.

**Termination:** MTC may, at any time, terminate the Agreement upon written notice to Contractor. Upon termination, MTC will reimburse the Contractor for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Contractor. If the Contractor fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice, and the Contractor is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

**Insurance Requirement:** You agree to obtain and maintain at your own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000; (2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 for injury to any one person and for any one occurrence and \$2,000,000 general aggregate; (3) Owned, Non-Owned, and Hired Automobile Liability Insurance in an amount no less than \$1,000,000; and (4) Errors and Omissions Insurance in the amount of \$1,000,000. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

**Independent Contractor:** Contractor is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Contractor shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

**Indemnification:** Contractor agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any act or omission of Contractor in connection with the agreement. Contractor agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of Contractor's acts or omissions. The Contractor shall pay the full cost of the defense and any resulting judgments.

**Data Furnished by MTC:** All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Contractor by MTC for use by the Contractor in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the

Scope of Work of the Project, is conferred or implied by the Contractor's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Contractor in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, hardware, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Contractor under this Agreement, or introduced at the onset of the contract to perform tasks in the Scope of Work, and provided to MTC as a deliverable shall be the property of MTC. Contractor will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Contractor shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Contractor's Records: Contractor shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. Contractor shall retain the records for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Contractor may not have any interest which conflicts with its performance under this Agreement.

Governing Law: The agreement shall be governed by the laws of the State of California.



## **APPENDIX E, FEDERAL REQUIREMENTS**

### **DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. **Equal Employment Opportunity.** Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.
2. **Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.**
  - A. **Policy.** It is the policy of MTC to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities. In connection with the performance of this Agreement, Consultant will cooperate with MTC in meeting these commitments and objectives.
  - B. **Obligation of Consultant.** Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
  - C. **Prompt Payment of Subcontractors.** Pursuant to Title 48 C.F.R. Section 26.29, the U.S. DOT's Disadvantaged Business Enterprise (DBE) regulation, Consultant shall pay all subcontractors for work for which Consultant has been paid by MTC and for which the subcontractor has submitted an invoice no later than 30 days from receipt of such invoice or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within 30 days of satisfactory completion of the subcontractor's work, or as soon thereafter as is reasonably feasible.
3. **Title VI of Civil Rights Act of 1964.** Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
4. **Debarment.** In contracts over \$100,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$100,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)

5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA), and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.
6. Subcontracts. Consultant must include all provisions of the Agreement, modified only to show the particular contractual relationship, in all its contracts over \$25,000 connected with carrying out its agreement, except contracts for standard commercial supplies of raw materials.
7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.
8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
9. Rights in Data. The Federal Government reserves certain rights, including patent rights and the right to use copyrighted materials, in all data and materials produced with federal funds.
10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.

**APPENDIX E-1, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$100,000)

**Instructions for Certification:**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Date

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(Signature of authorized official)

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(Type/print name and title)

**APPENDIX E-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify on behalf of \_\_\_\_\_ that:  
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

By \_\_\_\_\_ (Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

**APPENDIX E-3, SUBCONTRACTOR INFORMATION FORM**

<b>Name of Proposer:</b>	<b>Project Description:</b>
<b>Address:</b>	<b>Project Manager:</b>
<b>Address:</b>	

Firms Contacted as Potential Subcontractors (Include firms that initiated contact) (Name/Address/Contact/Phone)	If Certified DBE, certifying agency/date	Description of Firm's area of specialty.	Indicate if Firm initiated contact.
1.			
2.			
3.			
4.			
5.			

(Attach extra sheets as needed)

I CERTIFY that the information included on this Form is complete and true.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX E-4, GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION**

The Metropolitan Transportation Commission established a Disadvantaged Business Enterprise (DBE) contract goal of 2% for this project. The information provided herein shows that a good faith effort was made.

1. The names and dates of each publication in which a request for DBE participation for this project was placed by the proposer (please attach copies of advertisements and proofs of publication or web page print out with date):
2. The names and dates of written notices sent to certified DBEs soliciting proposals or bids for work under this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.)
3. The items or categories of work which the proposer made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the proposer's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms
4. The names, addresses and phone numbers of rejected DBE firms, the reasons for the proposer's rejection of the DBEs, and the firms selected for that work:
5. The names and agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e. lists, Internet page download, etc.):
6. Any additional data to support a demonstration of good faith efforts.



**APPENDIX F, REQUESTS FOR EXCEPTIONS OR MODIFICATIONS**

<b>RFP Section</b>	<b>Relevant Provision</b>	<b>Requested Action</b>
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	
	11.	
	12.	